City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
JANUARY 26, 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/89036724105?pwd=RUpXVUpqcHVLZXJ4c2MwMVNoeVZ5dz09. **Passcode: 095895**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
JANUARY 26, 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: 890 3672 4105 - Passcode: 095895**
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**

Councilor Cassutt

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

Councilor Lindell

4. **INVOCATION AND REMEMBRANCES**

Councilor Romero-Wirth

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT AGENDA**

8. **PRESENTATIONS**

   a. Update on Community Engagement Results and Analysis on the City's America Rescue Plan Act (ARPA) Program and Distribution Feedback. Presented by Cerise Consulting: Molly Parsons and Kathleen Doll. (Kyra Ochoa, Director, Community Health & Safety Department, krochoa@santafenm.gov, 505-955-6603 and Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov, 505-955-6625)

   b. **Midtown Progress Report:** Community Development Department Presentation (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-955-6346; Rich Brown, Director of Community

Development; rdbrown@santafenm.gov; 505-955-6625; Daniel Hernandez, Midtown Project Manager; daniel@proyecto.is and UNM DPAC & Midtown Engagement Partners – Community Development Project Team)

c. FY21 Audit Status Update. (John Blair, City Manager: jwblair@santafenm.gov, 505-603-1267 and Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171)

9. **ACTION ITEMS: CONSENT AGENDA**

a. Request for Approval of the Special Governing Body Meeting Minutes for January 3, 2022. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 505-955-6519)

Committee Review:
Governing Body: 01/26/2022

b. Request for Approval of the Governing Body Meeting Minutes for January 12, 2021. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 505-955-6519)

Committee Review:
Governing Body: 01/26/2022

c. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F, Santa Fe, New Mexico 87507, for the Following: (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F, Santa Fe, which is within 300 Feet of Iglesia El Buen Pastor, 2884 Trades West Road, Santa Fe.
2. If the Waiver of the 300 Foot Location Restriction is Granted, Consideration of a Request for a Wine Wholesaler Liquor License, to be Located at Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F, Santa Fe.

Committee Review:
Liquor Hearing: 01/10/2022
Governing Body: 01/26/2022

d. Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County Transferring One Million Dollars ($1,000,000) of County of American Rescue Plan Act (ARPA) Funds to the City of Santa Fe for COVID 19 Cash Assistance Relief Funds. (Kyra Ochoa, Community Health and Safety Department Director; krochoa@santafenm.gov; 505-955-6603 and Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenmgov; 505-955-6678)

Committee Review:
Finance Committee: 01/18/2022
Quality of Life Committee: 01/19/2022
Governing Body: 01/26/2022

e. Request for Approval to Purchase a Mccloskey 621REWT Trammel in the Total Amount of $373,315. (Julian Gonzales, WWMD Plant Operator, jrgonzales@santafenm.gov,)

1. Request Approval of a Budget Adjustment/ Budget Increase in the Amount of $373,315 from the Waste Water Management Department Cash Balance.

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

f. Request to Award Bid Number '22/15/B for the Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 to A.A.C. Construction, LLC. For an Estimated Cost of $1,041,000 Including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov, 505-955-4273)

1. Request approval of a BAR Budget Increase in the amount of $1,041,000 from the Water Enterprise Fund Cash Balance.

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

g. Request for Approval of Amendment No. 2 to the Professional Services Agreement with Carollo Engineers, Inc. for Engineering Services During

Construction and a Term Extension of Thirteen Months. (John Del Mar, Engineer Supervisor, jpdelmar@santafenm.gov, 505-955-4231)

1. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $474,519 from the Water Enterprise Fund for Amendment No. 2 with Carollo Engineers, Inc Professional Services Agreement.

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

h. Request for Approval of a Sole Source Contract with the Santa Fe Watershed Associated to Provide Watershed Education to the General Public and Santa Fe Youth for a Term of 4 Years in the Amount of $352,000. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 505-955-4219)

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Water Conservation Committee: 12/14/2021
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

i. Request for Approval of Amendment No. 1 to Valli Information System Inc. for the Monthly Electronic Bill Pay Services to Increase the Amount by an Additional $84,000 for FY21/22. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

1. Request for Approval of a BAR (Budget Amendment Resolution) in the Amount of $84,000 from Cash Balances.

Committee Review:
Public Works and Utilities Committee: 01/10/2022
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

j. Request for Approval of Wastewater Digester Project Engineering Contract with HDR Pursuant to NMSA 1978-13-1-150B.6(a)(b). for Amendment No. 6 with an Extension of Time and Funding in the Amount of $125,000 Plus NMGRT to Revise and Complete the Digester Project Co-Generation Grid Connection Design. (Michael Dozier, WWM Division Director, mldozier@santafenm.gov)

1. Request for Approval of a BAR (Budget Adjustment Resolution) in the Amount of $135,547 from the WWMD Cash Balance.

Committee Review:
Public Works and Utilities Committee: 01/10/2022
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

k. Request for Approval of Amendment No. 14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to Adjust the Hourly Rate Charged for Each Security Guard Level 1, 2, and 3 on Duty with No Charge to the Current Not to Exceed Amount of $4,460,466.74 for Fiscal Year FY21/22 for Security Services at City Facilities. (Manuel Sanchez, Business Operations Manger, mnsanchez@santafenm.gov; 505-955-6868)

Committee Review:
Finance Committee: 01/18/2022
Quality of Life Committee: 01/19/2022
Governing Body: 01/26/2022

l. Request for Approval of Contract in the Amount of $909,479 with YouthWorks for Workforce Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915 and Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Finance Committee: 01/18/2022
Quality of Life Committee: 01/19/2022
Governing Body Meeting: 01/26/2022

m. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera, Councilwoman Villarreal, Councilor Chavez, Councilor Cassutt, and Councilor Romero-Wirth)
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. (Geronimo Griego, Fire Marshal: gggriego@santafenm.gov, 955-3317)

Committee Review:
Introduced: 01/12/2022
Public Works and Utilities: 1/24/22
Governing Body: 01/26/2022

n. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt and Councilor Villarreal)
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. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 1/12/2022
Public Works and Utilities: 1/24/22
Governing Body: 01/26/2022

o. Request for Approval of a 2-Year Construction Contract for the Completion of 500 C (CWSRF 088)-Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB '22/21/B) in the Total Amount of $1,561,109.16; Kimo Constructors, Inc. (Zoe Isaacson, zrisaacson@santafenm.gov, 505-955-6853)
   1. Request for Approval of a BAR Transferring Revenues from Stormwater/CWSRF 088 (2310411/490190) to Expenditures Stormwater/WIP Construction (2310411/572970) in the Amount of $1,561,110.

Committee Review:
Quality of Life: 01/19/2022
Public Works & Utilities: 01/24/2022
Governing Body: 01/26/2022

10. **ACTION ITEMS: DISCUSSION AGENDA**

a. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Garcia, Councilor Villarreal, Councilor Cassutt, Councilor Romero-Wirth)
A Resolution Amending Resolution No. 2020-14 To Change The Location Of The Banners Commemorating "Hometown Heroes" Along The Cerrillos Road

Corridor Between I-25 And Rodeo Road To Between I-25 And The Intersection Of St. Michaels Drive And Osage Avenue. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov)

Committee Review:
Governing Body: 01/12/2022 (Introduced)
Public Works & Utilities: 01/24/2022
Governing Body: 01/26/2022

b. CONSIDERATION OF RESOLUTION 2022-____. (Mayor Webber)
A Resolution Extending the State of Emergency as Proclaimed by the Mayor on December 6, 2021, by Forty Days, Expiring at Noon on March 7, 2022, Pursuant to Section 20-1.3 SFCC 1987. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 505-955-6512)

Committee Review:
Governing Body: 01/26/2022

c. Approval of Deputy City Manager Job Description Pursuant to Section 2-4.6(K). (John Blair, City Manager: jwblair@santafenm.gov, 505-603-1267 and Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, 505-955-6591)

Committee Review:
Governing Body: 01/26/2022

d. Request for Approval to Create Two (2) New FTE in the ITT Department. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-955-5531 and Bradley Purdy, ITT Security Officer, bkpurdy@santafenm.gov, 505-955-5534)

Committee Review:
Governing Body: 01/26/2022

11. **MATTERS FROM THE CITY MANAGER**

12. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Part (H)(7), Quarterly Attorney-Client Privileged Discussion of Litigation, including, but not limited to *Rio Grande Foundation v. City of Santa Fe* and *Santa Fe Alliance for Public Health, Arthur Firstenberg and Monika Steinhoff v. City of Santa Fe, State of New Mexico and United States of America*. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6512)

13. MATTERS FROM THE CITY CLERK

a. UPCOMING PUBLIC HEARINGS:

CONSIDERATION OF BILL NO. 2022-3. ADOPTION OF ORDINANCE 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

Publication Date: January 25, 2022

CONSIDERATION OF BILL NO. 2022-4. ADOPTION OF ORDINANCE 2022-____. (Councilor Rivera)
An Ordinance Amending Exhibit B of Section 21-7 to Increase Residential and Commercial Rates for Services Provided by the Environmental Services Division. (Shirlene Sitton, Environmental Services Division Director: sesitton@santafenm.gov, 955-2209)

Committee Review:
Introduced: 12/08/21
Public Works and Utilities Committee: 01/10/22
Governing Body (Request to Publish): 01/12/22
Finance Committee: 01/18/22
Governing Body (Public Hearing): 02/09/22

Publication Date: January 25, 2022

14. COMMUNICATIONS FROM THE GOVERNING BODY

15. INTRODUCTION OF LEGISLATION

a. Introduction of Legislation for January 26, 2022

b. CONSIDERATION OF Resolution 2022-___ (Mayor Webber, Councilor Cassutt, and Councilor Chavez)
A Resolution Adopting Next Steps for the Reuse and Redevelopment of the Midtown Property Including Applying for Land Use Rezoning, General Plan Amendment, and a Master Plan; Adopting a Community Development Plan; Issuing Certain Requests for Proposals; Conducting Certain Studies and Assessments; and Seeking the Acquisition of Land Located Within or Adjacent to the Midtown Site. (Rich Brown, Community and Economic Development Director, rdbrown@santafenm.gov, 505-955-6625)

c. CONSIDERATION OF A Resolution 2022-___ (Mayor Webber)

Establishing Additional Legislative Funding Priorities Based On The Potential Availability Of Additional Funding During The 2022 Legislative Session. (Rich Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

16. **PETITIONS FROM THE FLOOR**

17. **PUBLIC COMMENT ON BILLS**

18. **FINAL ACTION ON LEGISLATION**

19. **PUBLIC HEARINGS**

a. **Case #2021-4375. 2868 Rufina Street General Plan Amendment.** Jennifer Jenkins of JenkinsGavin, Inc., Agent, for Homewise, Inc., Applicant, requests approval of a General Plan Future Land Use Map Amendment to change the Future Land Use Classification from Industrial to Community Commercial. The property is approximately 2.39 acres of land and is located at 2868 Rufina Street. (Donna Wynant, Case Manager, djwynant@santafenm.gov, 955-6325)
POSTPONED TO FEBRUARY 9, 2022 GOVERNING BODY MEETING

b. **Case #2021-4376. 2868 Rufina Street Rezoning.** Jennifer Jenkins of JenkinsGavin, Inc., Agent, for Homewise, Inc., Applicant, requests approval of a

rezoning from I-1 (Light Industrial) to C-2 (Commercial) for future development of a mixed-use site development, including 12,237 square feet of commercial space and 68 dwelling units. The property is approximately 2.39 acres of land and is located at 2868 Rufina Street. (Donna Wynant, Case Manager, djwynant@santafenm.gov, 955-6325) **POSTPONED TO FEBRUARY 9, 2022 GOVERNING BODY MEETING**

c. **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.

d. **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. **APPOINTMENTS**

a. Children and Youth Commission (Christa Hernandez, Youth and Family Services Program Manager: chernandez@santafenm.gov, 505-955-6728)
   - William Perdue – Appointment – Term Ending 01/2024
   - Sergeant Erik Ramirez – Appointment – Term Ending 01/2024

b. Human Services Committee (Christa Hernandez, Youth and Family Services Program Manager: chernandez@santafenm.gov, 505-955-6728)
   - Michal Anne Pepper – Appointment – Term Ending 03/2023
   - Carrie Thielen – Appointment to Chair – Term Ending 03/2024

c. Community Development Commission (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)
   - Anne Watkins – Appointment – Term Ending 03/2023

21. **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.



THE CITY OF SANTA FE AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY ENGAGEMENT REPORT

JANUARY 2022

INTRODUCTION

The COVID-19 pandemic devastated the health and economic wellbeing of millions of Americans, exacerbating inequalities already faced by many residents --particularly people of color, immigrants, and many low-wage workers. Across the country, more than 9.5 million workers lost their jobs in the wake of the pandemic, with 4 million out of work for half a year or longer (US Treasury).

The American Rescue Plan Act (ARPA) hopes to alter the course of the pandemic and deliver immediate and direct relief to families and workers impacted by COVID-19.

The City of Santa Fe will be one of hundreds of American municipalities receiving funds from the ARPA. To expend these funds in an equitable, just, and community-driven fashion, the City of Santa Fe commissioned a community engagement data collection effort to better understand the needs of Santa Fe residents.

The following report highlights findings from the community engagement effort that was led by Cerise Consulting. These findings offer guidance for the City to leverage when making decisions about ARPA funding allocation.

Cerise Consulting is a Santa Fe based consulting firm, specializing in community-based solutions. We believe that building capacity and skills within the community empowers individuals and organizations to make long-term, meaningful changes that are relevant and appropriate to the context.

**This sample was convenience-based, meaning individuals self-selected to take the survey after seeing it posted on various channels from the City. Thus, the findings are not representative of the entire population of Santa Fe but do offer an important snapshot of community experience.*

METHODOLOGY

The community engagement effort included three data collection mechanisms, as described below.

1. **Community Survey**
2. **Community Listening Session**
3. **Petitions from the Floor**

1. COMMUNITY SURVEY

The Cerise Team worked with City Staff to create a brief, 10-minute survey, that was available in an online format, in both English and Spanish. The survey asked respondents to rate their satisfaction with various facets of the City, including: the economy, infrastructure, community health and safety, opportunities for youth development, and arts/recreation.

The survey was open from October 15-November 12, 2021. All respondents 18 and older, who were residents of Santa Fe, were eligible for one of 30 Target gifts (worth $50), if they completed the survey.

In total, 1,040 individuals began the survey and 738 completed the survey*. Of these responses 617 were in English and 121 were in Spanish.

2. COMMUNITY LISTENING SESSION

On the evening of Tuesday, October 19, 2021, The Cerise Team facilitated a community listening session. Throughout the session, attendees were invited to respond to questions about their experiences living in Santa Fe, the impacts of COVID-19 on the City and its residents, and suggestions for how to spend the ARPA funds. A Spanish translator was available during the call. The session lasted 90 minutes.

In total, 15 community members attended the session.

3. PETITIONS FROM THE FLOOR

During the City Council Governing Body Meetings on Wednesday, October 27th and November 10th, residents were invited to share their ideas for the ARPA funds during Petitions from the Floor.

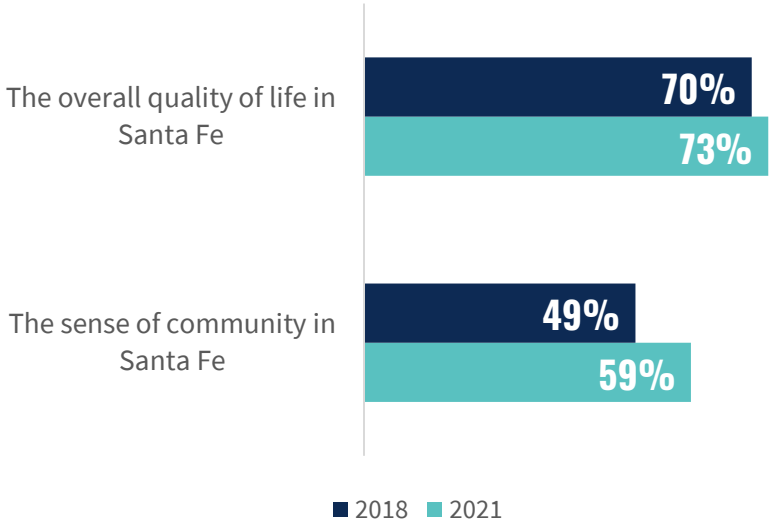
In total, 17 community members shared ideas. *(Some participants also participated in the Community Listening Session).*

FINDINGS

OVERALL PERCEPTIONS OF SANTA FE

As a part of the survey, respondents first reported on their overall perceptions of Santa Fe. These responses were compared to data from the NCS that was issued to a ***representative sample of 1,423 Santa Fe residents in 2018***.

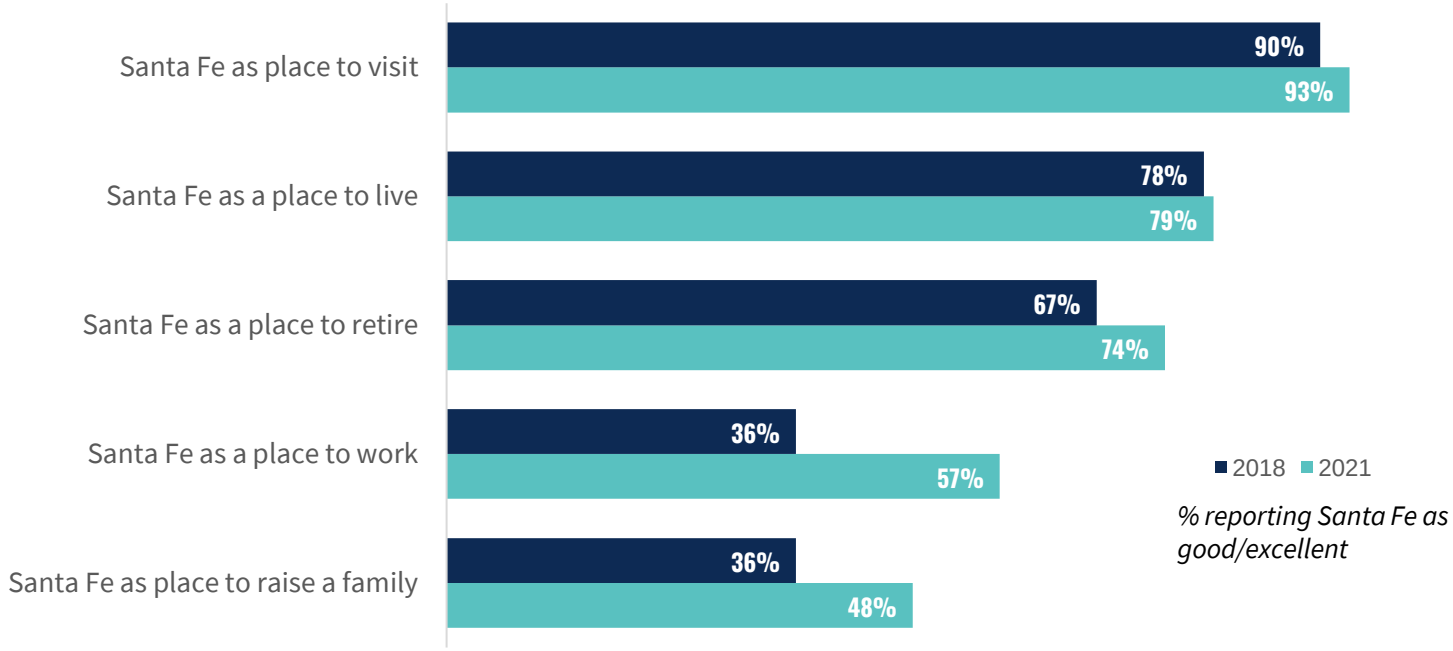
Residents highly rated the overall quality of and sense of community within Santa Fe. Ratings saw a slight increase from 2018 to 2021.



% reporting Santa Fe as good/excellent

Relatedly, respondents elaborated on these overall rating, sharing insights on their holistic experiences living in Santa Fe.

In both 2018 and 2021, residents most highly rated Santa Fe as a quality place to visit, live, and retire, but shared substantially lower ratings for Santa Fe as a place to work and raise a family.



% reporting Santa Fe as good/excellent

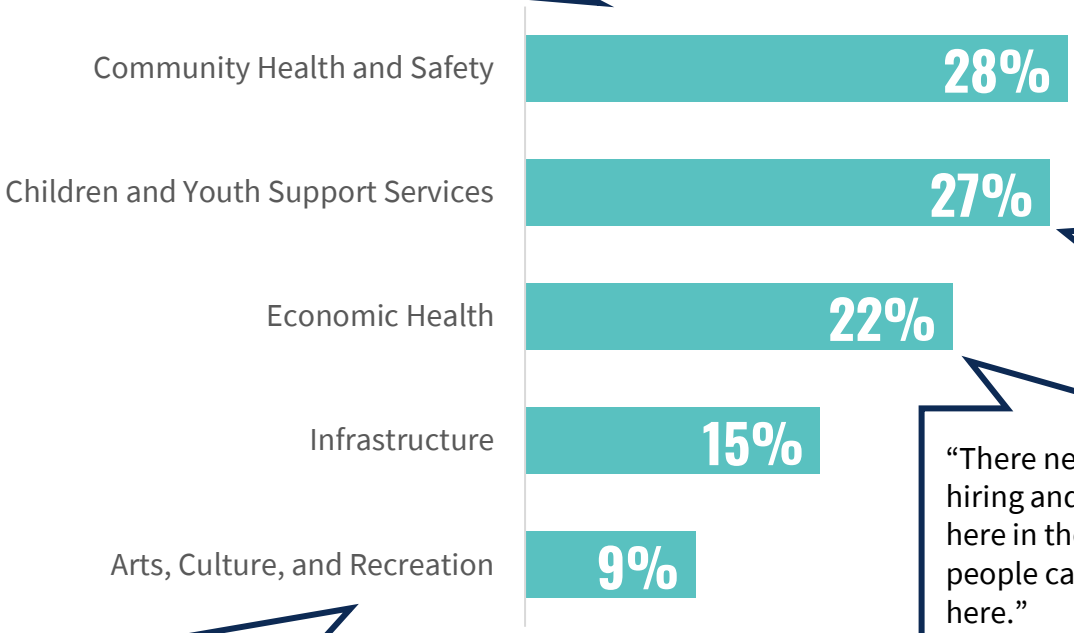
FINDINGS

Respondents were asked to indicate the categories of City services that they felt should receive the most attention as the City determined the allocation of ARPA funding over the course of the next three years. Respondents were allowed to select up to three priority areas.

In alignment with the overall perceptions of Santa Fe shared on the previous page, survey respondents felt that improvements were needed to make Santa Fe a better place to live, raise a family, and work.

Community Health and Safety, Children and Youth Support Services, and Economic Health were the 3 areas that respondents felt needed the most funding allocation.

"The Southside community needs help; there have been lots of evictions. Folks are struggling to pay rent, especially those working in the tourism industry. It is especially hard for undocumented or non-English speakers. Many of the resources are not made available for low income, Spanish speakers." –*Community Listening Session Attendee*



"We can do more to support and educate a robust early childhood workforce." –*Community Listening Session Attendee*

"There needs to be more focus on hiring and training people from here in the community. Then people can afford to stay and live here." –*Community Listening Session Attendee*

"I love the open spaces that Santa Fe has; so many parks and so much nature." –*Community Listening Session Attendee*

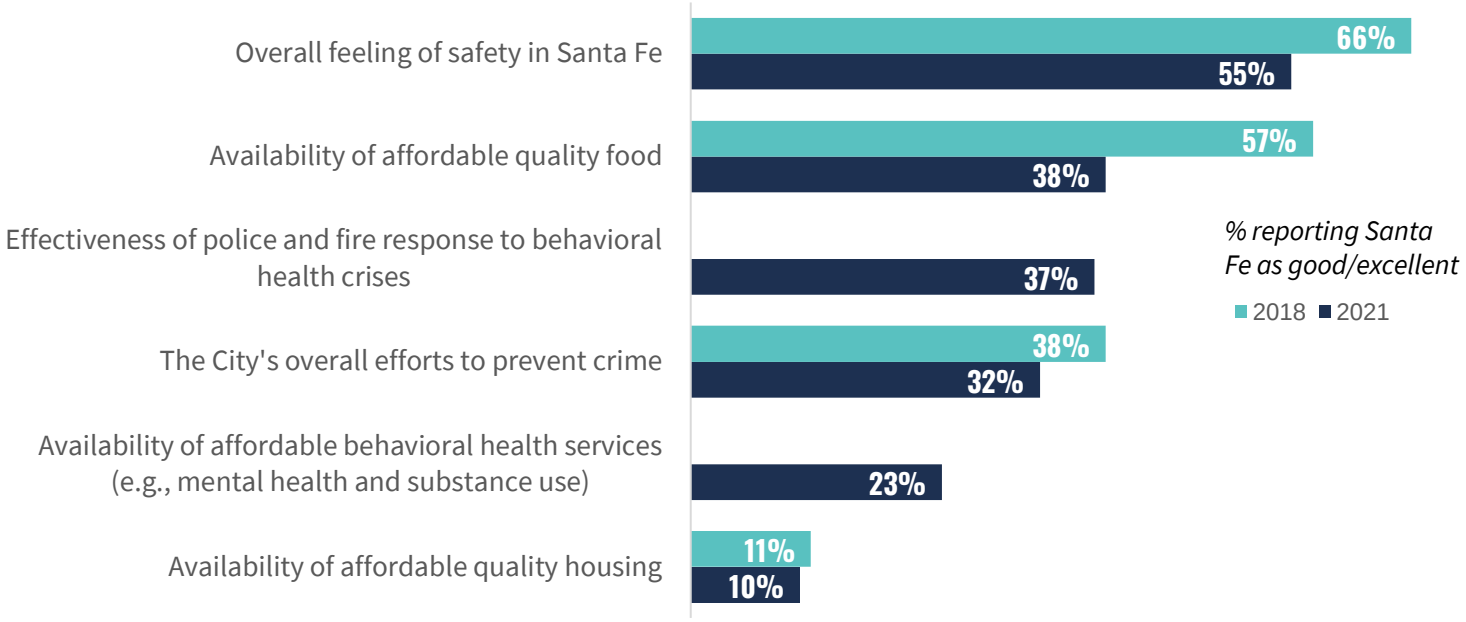
Within these 5 categories, respondents prioritized sub-topics that were most worthy of fund allocation. These topics are discussed more fully in the forthcoming pages. They included:

- **Affordable Housing**
- **Affordable Childcare**
- **Availability of Employment Opportunities**
- **Quality of the Transit System**
- **Preservation of Santa Fe's Cultural Character**

COMMUNITY HEALTH + SAFETY

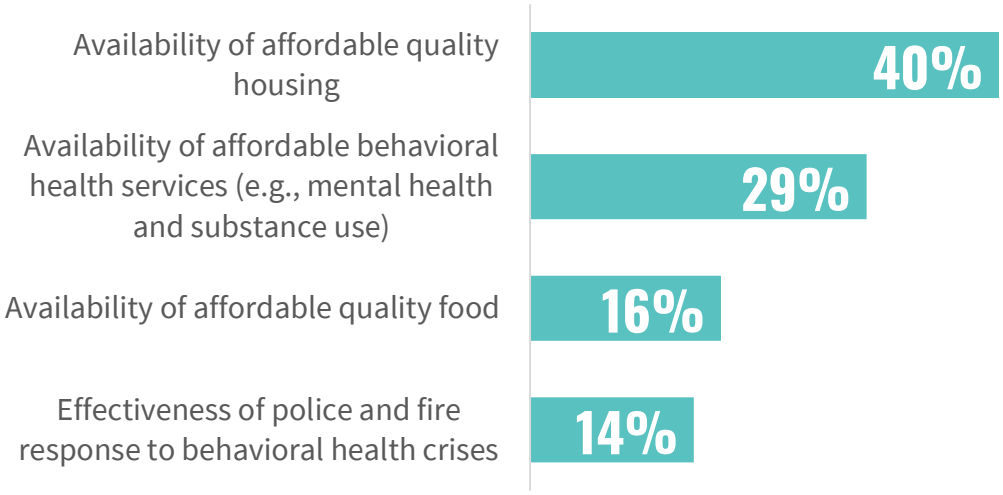
Survey respondents shared their perspectives on Santa Fe's current community health and safety status. These responses were compared with Santa Fe NCS data from 2018. Feelings of safety in Santa Fe were moderately high but ratings on other facets of community health and safety were low.

Only 10% of respondents felt the availability of affordable housing was good/excellent in Santa Fe.



Respondents were asked to indicate which **two** Community Healthy and Safety aspects should receive the most emphasis from City funds. In accordance with the above findings, affordable housing was the most mentioned. This finding was echoed during the community listening sessions. Specifically, at the community listening sessions, there was a stated need for **direct cash assistance to help mitigate the housing affordability issues**. Further, community members shared that special attention was needed to ensure the funds could be **distributed to residents who are not covered by traditional social services**, as was done in November-December 2020 with the CARES Act funds.

Affordable housing was the most frequently cited area in which respondents felt ARPA funding should focus on.



"Housing is no longer affordable in Santa Fe. People from outside the City come in and make the housing more expensive. The Midtown Campus could be a good place for affordable housing."

COMMUNITY HEALTH + SAFETY

Further, during the **Petitions from the Floor** portion of the Governing Body City Council meeting, Santa Fe community members shared ideas for allocating ARPA funds to address some of the prevailing challenges associated with community health and safety. **Primarily, residents shared ideas for how ARPA funds might address the lack of affordable housing in the City.**

"Use of the ARPA funds should go towards more affordable housing. Too many private apartments are being built that are out of reach for community members. Funds should be going towards affordable housing, maybe a program for first time homeowners so long-time residents can continue to live here. We need to provide assistance to renters and have true affordable units here in Santa Fe." –Petition from the Floor Participant

"All the educators in this community need affordable housing. Important for the City to invest in this and look at zoning and other impediments to affordable housing in this community." –Petition from the Floor Participant

Community members discussed the importance of direct cash assistance as a mechanisms to support rental assistance efforts and other initiatives to promote community wellness.

"Mixed status and low-income families are left of our $5,000-15,00 in cash support from the government (e.g., unemployment funds). Direct cash assistance to mixed status and low-income families promotes equity and helps families start at a more level playing field. Santa Fe led the state last year when Somos, Chainbreakers, and the Family Independence Fund (now UpTogether) created a model for issuing direct cash support. Now we request the use of ARPA funds for more direct cash assistance to folks who have been left out of other support. –Petition from the Floor Participant

Community members also emphasized that these services needed to be easily accessible to all residents, regardless of technological ability, documentation status, or language preference.

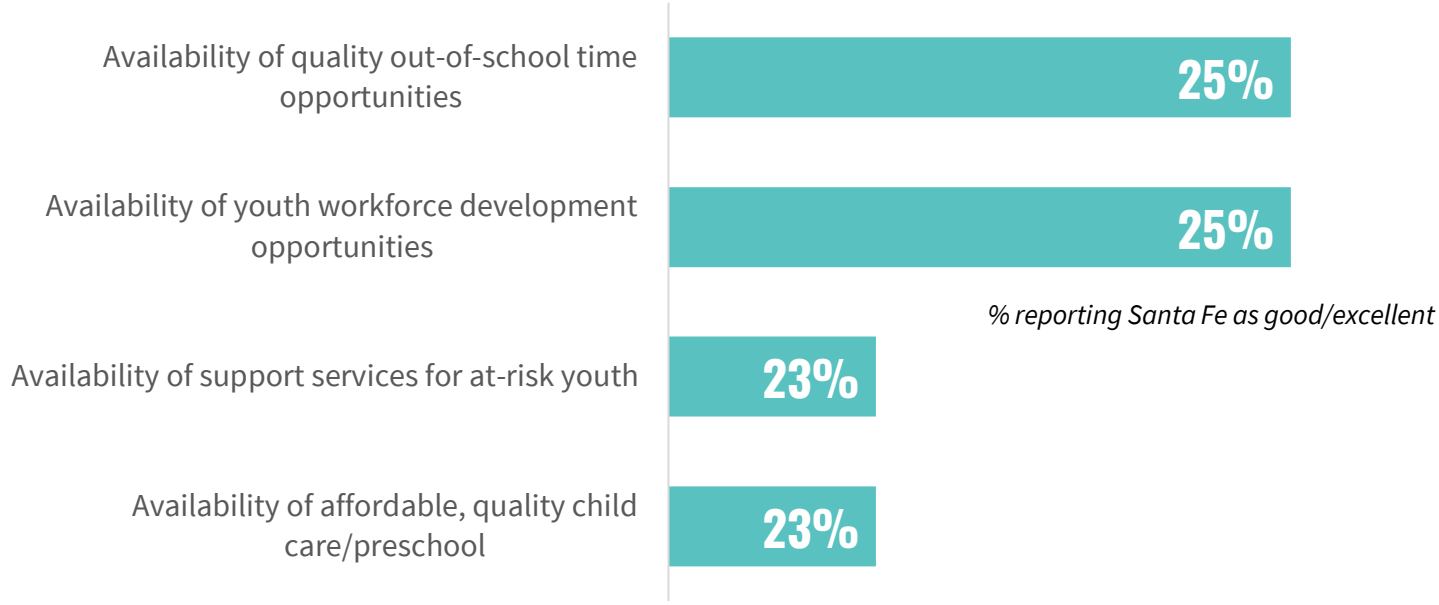
"Families need financial aid but often these require proper documentation. There need to be fewer barriers to assistance and fewer stipulations for how they spend the assistance. Undocumented families should be able to qualify for other services, like SNAP, via alternative ways like testimonials."–Petition from the Floor Participant

"As much support as possible should be set aside for direct cash assistance that is not limited application requirements. Language access must be a full priority. Spanish language materials, translation, and staffing is a commitment to language equity. Further, navigation services should continue, especially those who are members of the community. Some funding should be for rental assistance and investment in the expansion in public housing. And finally, long-term democracy building efforts via processes like participatory budgeting." -Petition from the Floor Participant

CHILDREN + YOUTH SUPPORT

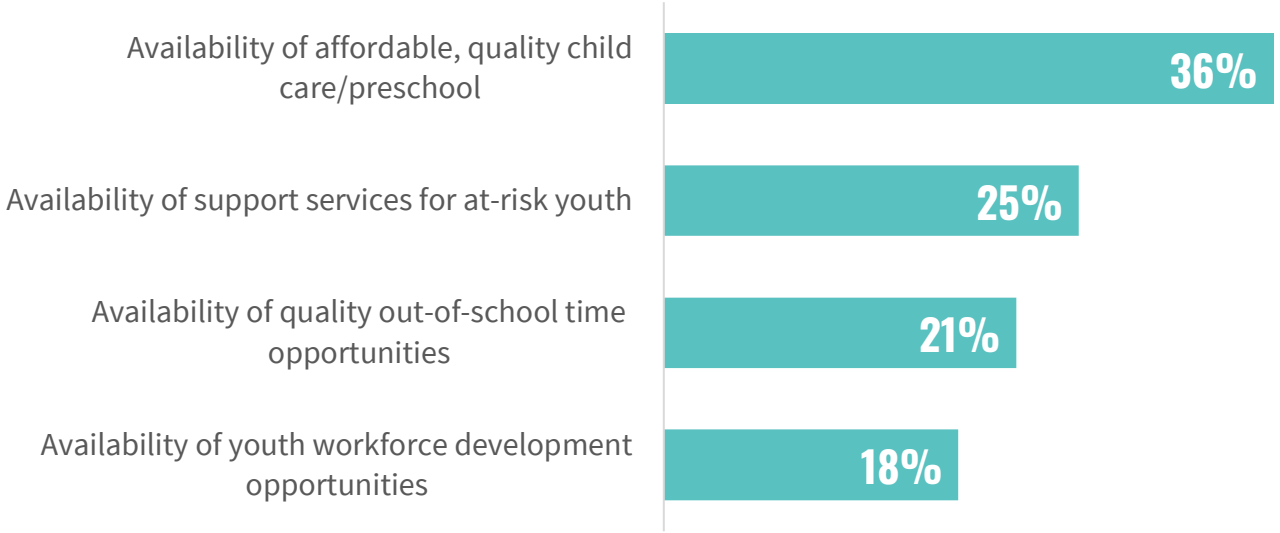
Survey respondents shared their perspectives on Santa Fe's current support services for children and youth. Less than 1 in 4 respondents felt the children and youth services in Santa Fe were either "good" or "excellent".

Less than 1 in 4 survey respondents felt Santa Fe's children and youth services were good/excellent.



Respondents were asked to indicate which **two** Children and Youth Support should receive the most emphasis from City funds.

Respondents felt the most prominent children and youth support service priority was ensuring affordable childcare.



CHILDREN + YOUTH SUPPORT

Further, during the **Petitions from the Floor** portion of the Governing Body City Council meeting, Santa Fe community members shared ideas for allocating ARPA funds to address some of the prevailing challenges associated with children and youth supports. Early childhood education was flagged as a priority issue.

"With ARPA money we have the ability to reach out to the Southside so the museum can have a presence there and exhibits for these kids. Help us [the Children's Museum] get to these children on the Southside."
-Petition from the Floor Participant

"With ARPA, please invest in areas that will make the most difference and look into catalytic items that will change the game for those of us who live and work in the community. Childcare is one of those areas. Growing up New Mexico has been meeting with an early childhood steering committee; an impressive group of folks who have come together. This will allow Santa Fe to get ahead for future economic success. Consider childcare investments that can get us ahead with the workforce. Early childhood is one of the most under invested areas and has some of the highest returns for society."
-Petition from the Floor Participant

"Investing in strong early childcare has been a strategy for many cities. Santa Fe is poised to take advantage of great work done at the state-level. Advance youngest community members and the City as a whole."
-Petition from the Floor Participant

Youth workforce development ideas were also highlighted by community members as priorities for ARPA funding.

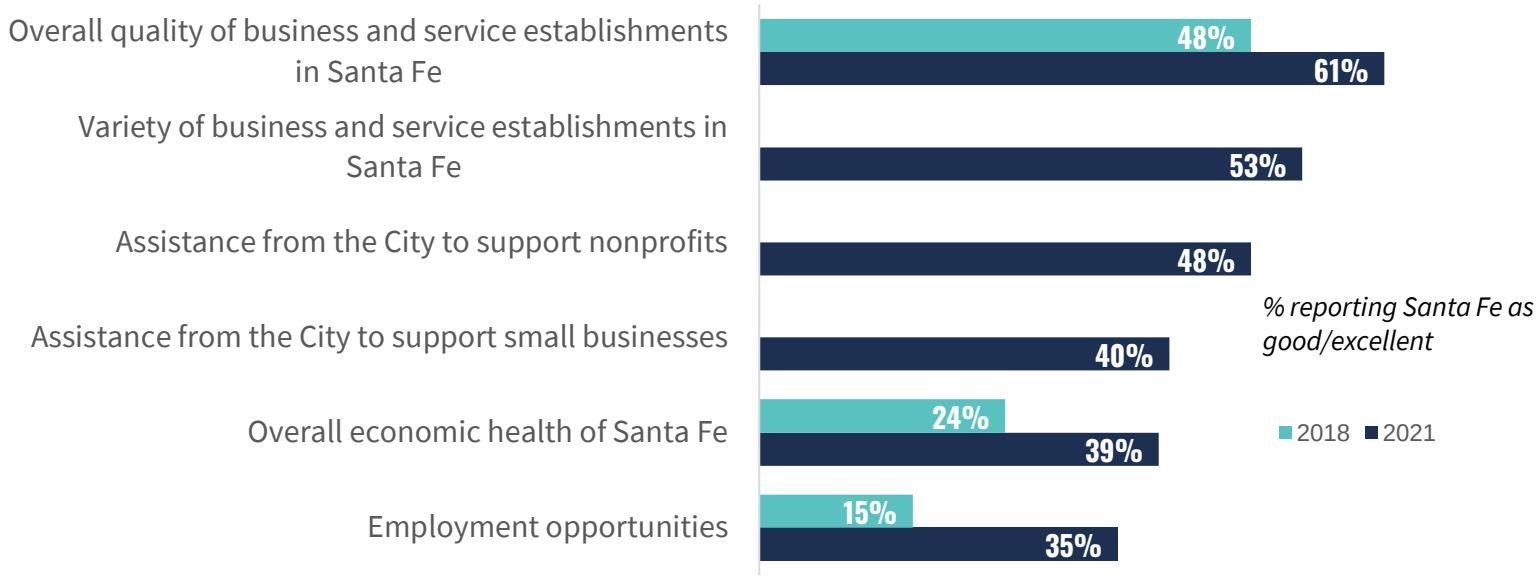
"Fund programs like Communities in Schools and Future Focus Education to help create pathways for high schoolers to intentionally move towards training and education. We would like to receive funds to help put infrastructure in place to create pathways to employment and industry for youth." -Petition from the Floor Participant

"Youth need support to secure job training, education, and support to explore career pathways. City funding could help us [Communities in Schools and Future Focus Education] do this." -Petition from the Floor Participant

ECONOMIC HEALTH

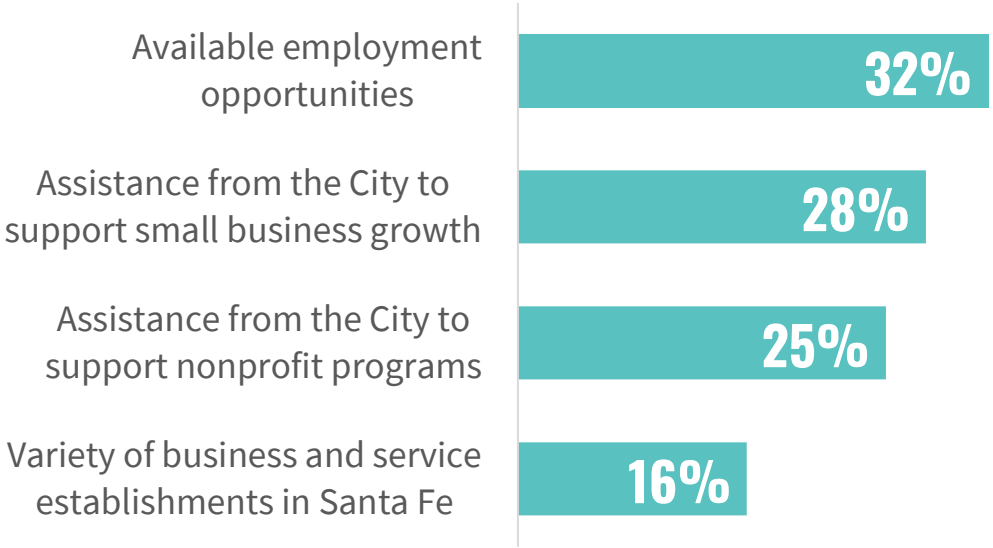
Survey respondents offered their perspectives on Santa Fe's current economic health. While respondents felt favorably about the overall quality of business and service establishments, they indicated lower ratings on the overall economic health of and employment opportunities within Santa Fe.

Respondents were favorable about the overall quality of business/services but shared concern about employment opportunities for youth and adults in Santa Fe.



Relatedly, listening session participants requested funding for small business support, training, online sales, and other workforce development across multiple sectors, including food services. Spanish language resources and training sessions were also highlighted as needs. Further, survey respondents were asked to indicate which **two** Economic Health aspects should receive the most emphasis from City funds.

Respondents felt the most prominent economic health priority was ensuring the availability of employment opportunities.



"We need more jobs and economic development, other than tourism. Tourism is not sustainable."
–Community Listening Session Attendee

ECONOMIC HEALTH

During the **Petitions from the Floor** portion of the Governing Body City Council meeting, Santa Fe community members shared ideas for allocating ARPA funds to spur Santa Fe's economic development.

"Dashing Delivery is working with other enterprises to create a shared multi-kitchen facility that is an entrepreneur incubator for the restaurants in Santa Fe. We have an accelerator program signed on to deliver the program and we are the infrastructure. Looking to get support from the City to hep fund this over the next three years. We need new restaurants, and we have issues with succession planning and helping to train the next generation of restaurateurs.

-Petition from the Floor Participant

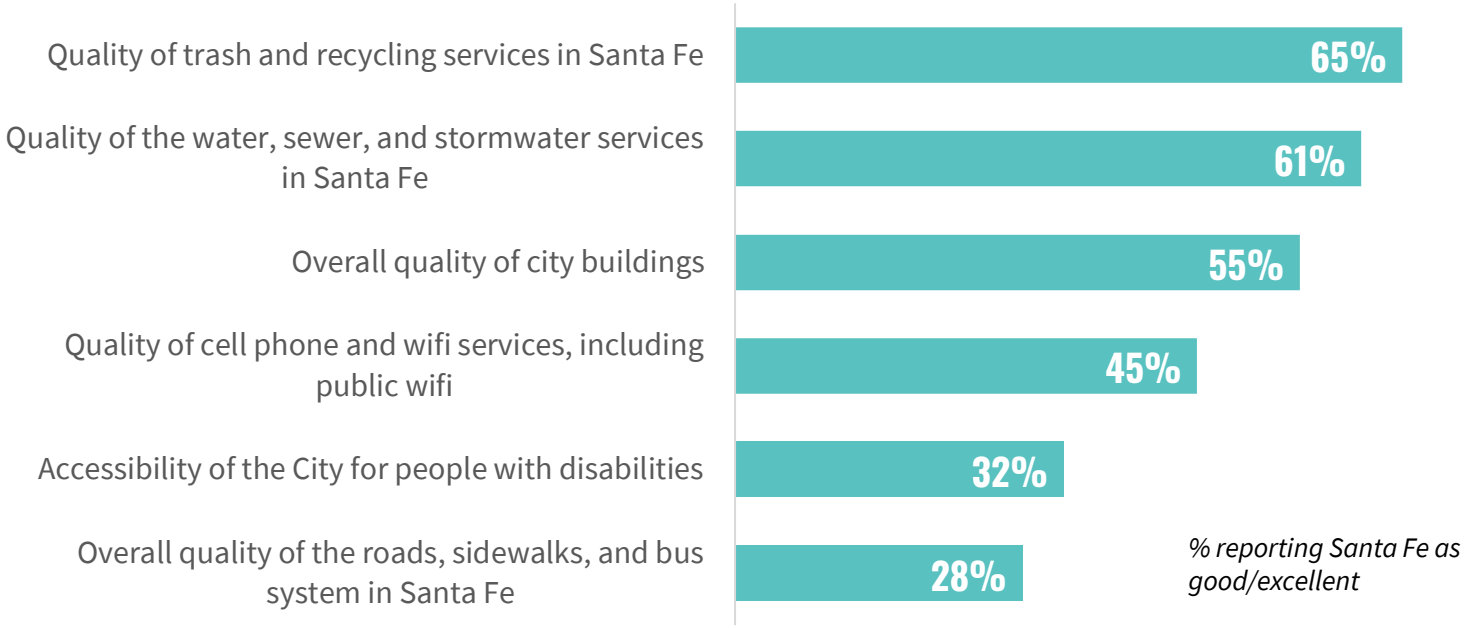
"[Santa Fe SCORE] Wants funding to create a series of webinars customized to meet the needs of community members in various districts so that anyone has the ability to thrive as a small business owner. Our concept would work in concert with the various chambers of commerce to ensure our offerings are relevant and aimed at building resilience. Our concept needs support with several elements: (1) offer webinars that meet the unique needs of the districts, (2) offer hands-on workshops to follow up on specific webinar topics, and (3) mentoring. The funding would provide written and verbal translation materials for Hispanic business communities and develop a comprehensive program.

-Petition from the Floor Participant

INFRASTRUCTURE

Survey respondents shared their perspectives on the status of Santa Fe's infrastructure. While respondents felt favorably about the overall quality of some City services, like trash, recycling, sewer, and water, there were lower ratings for accessibility and the transit system.

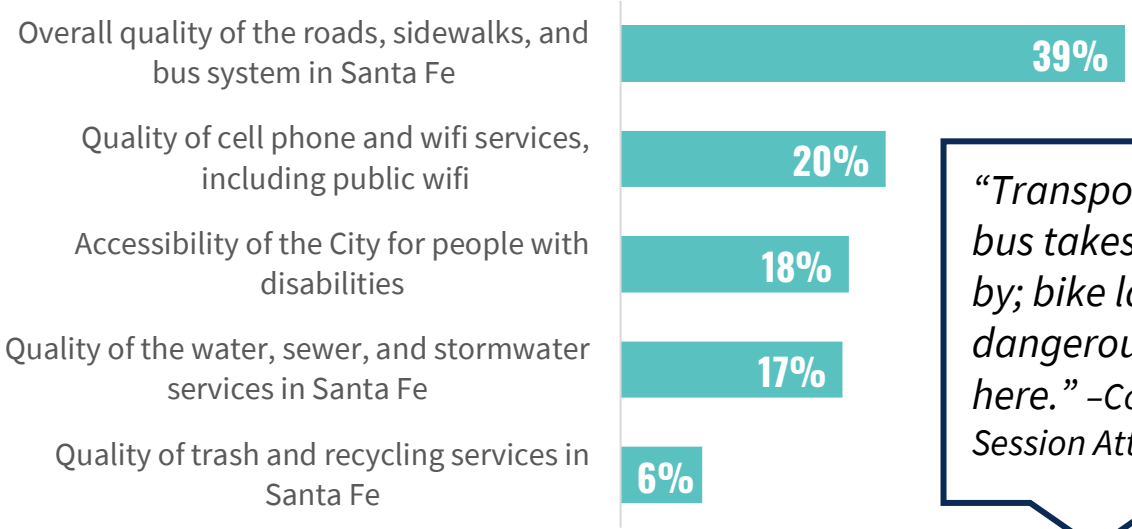
Respondents provided favorable ratings on trash/recycling and water/sewer and low ratings on overall accessibility and quality of the transit system.



% reporting Santa Fe as good/excellent

Respondents were asked to indicate which **two** aspects of Santa Fe's infrastructure should receive the most emphasis from City funds.

Respondents indicated a need to improve the quality of the transit system using the City funds.



% reporting Santa Fe as good/excellent

> *"Transportation is rough; bus takes an hour to come by; bike lanes…it is dangerous to ride bikes here." –Community Listening Session Attendee*

INFRASTRUCTURE

During the **Petitions from the Floor** portion of the Governing Body City Council meeting, one Fe community members shared ideas for allocating ARPA funds to improve Santa Fe's infrastructure.

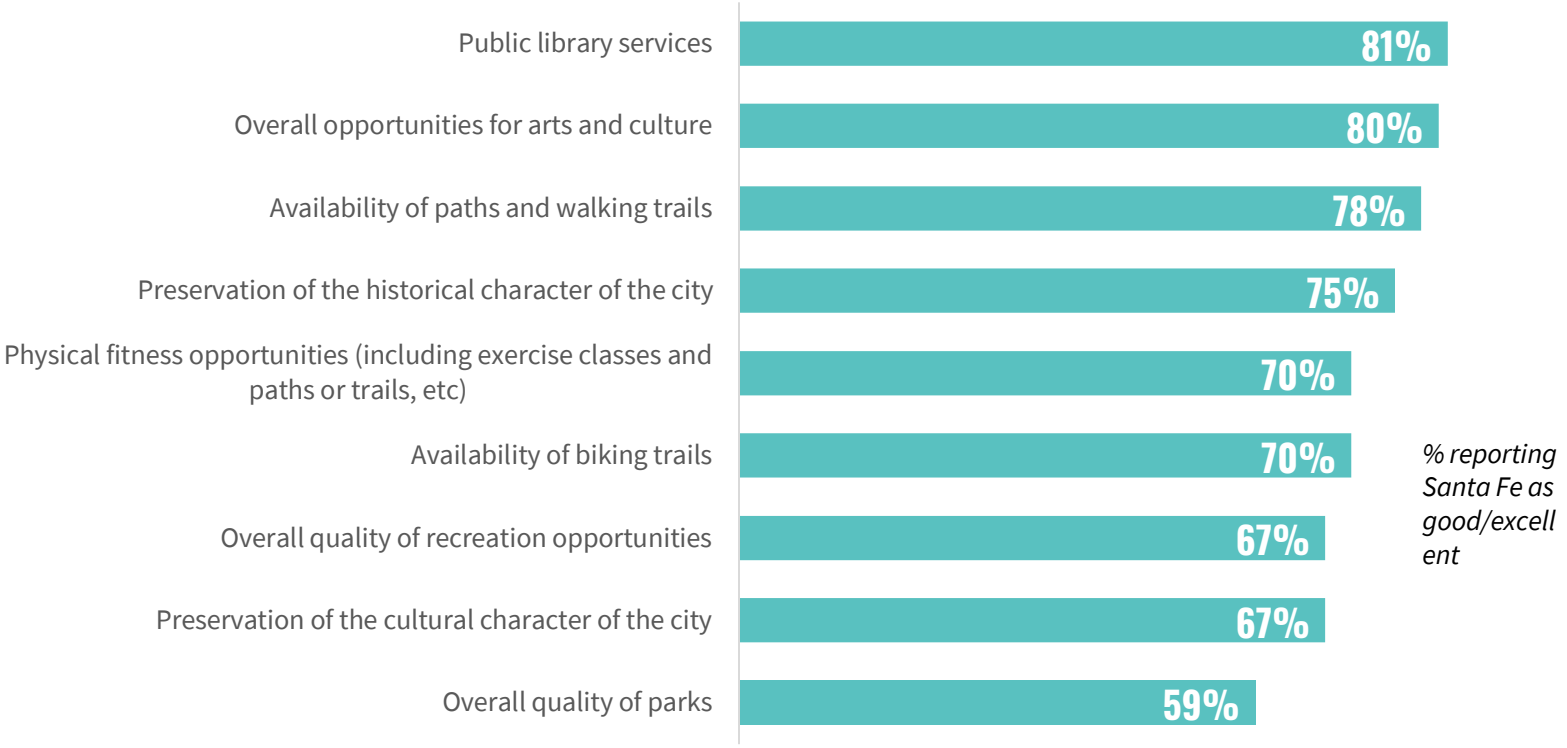
"Due to railyard operation budget cuts, maintenance to the park has been delayed for at least for years. The consequence of this is death to the park itself. One third of the park is not receiving water. Some parts are dead or extremely stressed and at risk of dying. We are working with volunteers to remove trees that have died and were planted 13 years ago. The longer this issue is kicked down the road, the sooner the part will die. Volunteers have been hand watering, but this is unsustainable. Long time deferred maintenance has led to this. Next steps to fund a redesign of the irrigation system and bid out the work. ARPA funds are directed to these infrastructure repairs."

-Petition from the Floor Participant

ARTS, CULTURE, & RECREATION

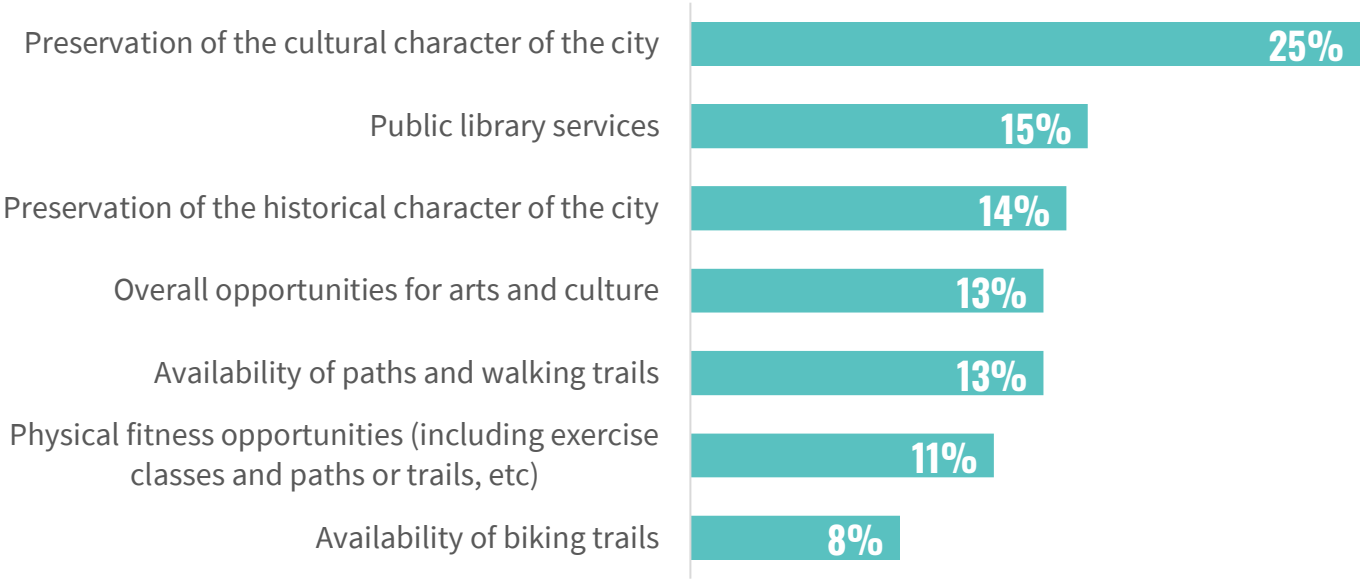
Survey respondents shared their perspectives on Santa Fe's arts, culture, and recreation opportunities. Overall, respondents felt very favorably about the overall quality of the arts, culture, and recreational opportunities in Santa Fe.

Respondents were very favorable about the overall quality of arts, culture, and recreation, but the reported quality of the parks was rated lower than other amenities.



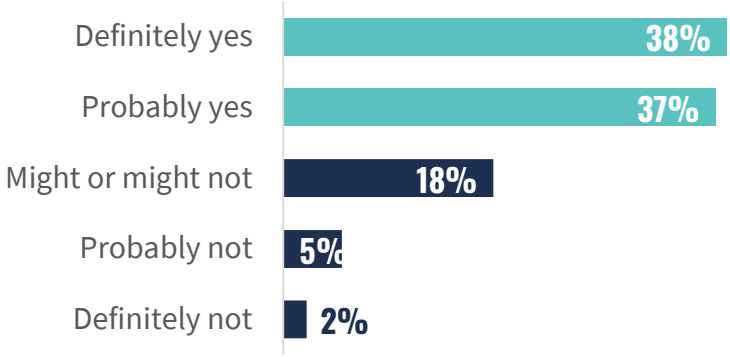
At the listening sessions, staff from the Railyard Park Conservancy echoed the need to invest in park infrastructure. Further, respondents were asked to indicate which **two** arts, culture, and recreational aspects should receive the most emphasis from City funds.

Respondents felt the most prominent arts, culture, and recreation priority was the preservation of Santa Fe's cultural character.

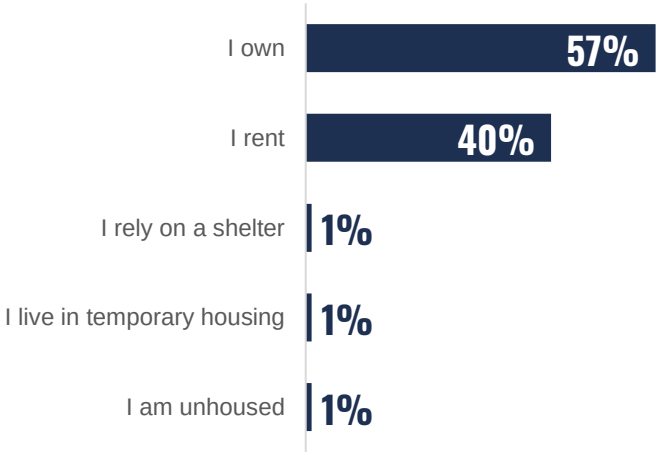


DEMOGRAPHICS

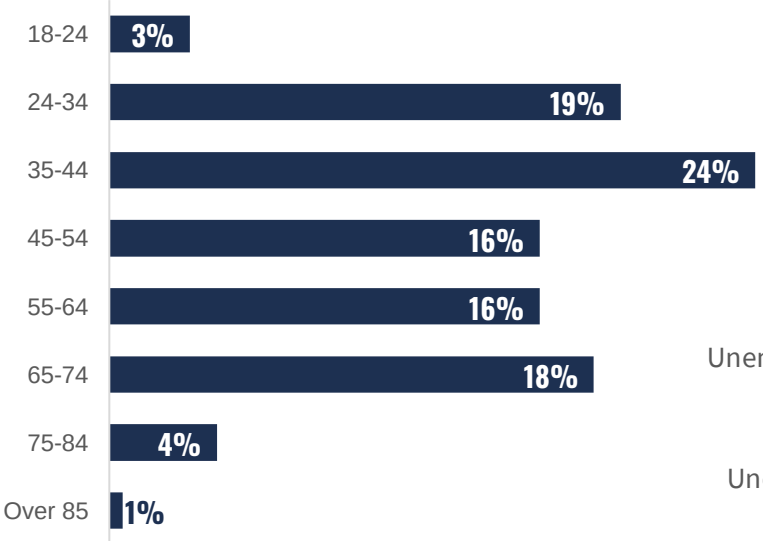
Most respondents reported they plan to stay in Santa Fe for the next 5 years.



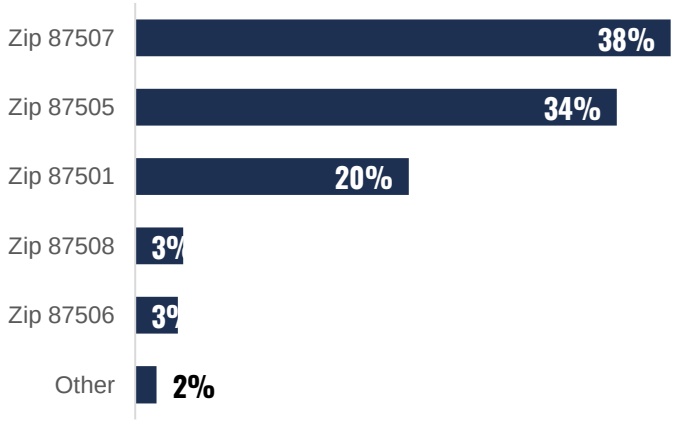
Most respondents owned their current residence.



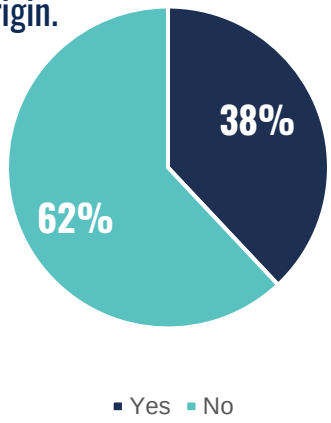
Respondents were a variety of ages.



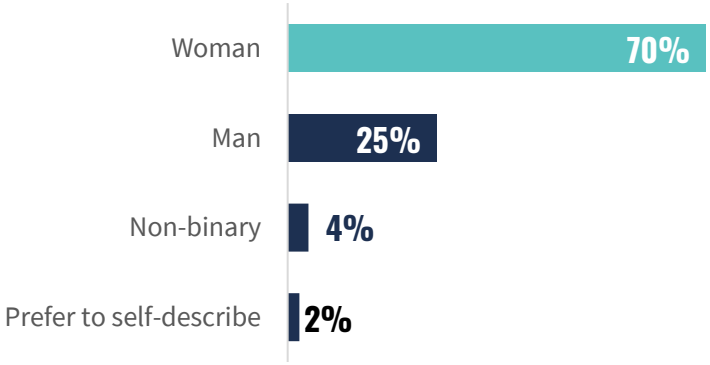
Respondents were from several zip codes.



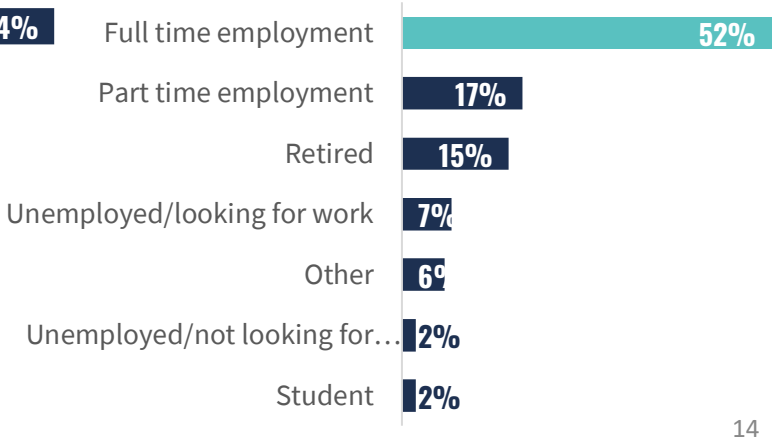
Most respondents were not of Hispanic, Latino, or Spanish origin.



Respondents mostly identified as women.



Respondents were mostly employed full-time.



THE CITY OF SANTA FE
AMERICAN RESCUE PLAN ACT (ARPA)
COMMUNITY ENGAGEMENT FINDINGS

January 2022



CERISE CONSULTING

EDUCATE, DESIGN, EVALUATE

Tonight's Agenda

January 26, 2022

- Background on the Community Engagement Project
- What We Heard from the Community
- Applying Our Insights to Fund Allocation
  (Director Ochoa + Director Brown)

Background on the Community Engagement Project

Santa Fe will receive $15 million in American Rescue Plan Act (ARPA) funds directly from the Federal Government

- The COVID-19 pandemic devastated the health and economic wellbeing of millions of Americans, and deepened inequalities already faced by many residents --particularly people of color, immigrants, and many low-wage workers.
- The Federal Government passed the American Rescue Plan Act (ARPA) to provide immediate and direct relief to families and workers impacted by COVID-19.
- Santa Fe will receive $15 million in funding that can be spent by December 2024.

To expend these funds in an equitable, just, and community-driven fashion, the City of Santa Fe commissioned a community engagement data collection effort to better understand the needs of Santa Fe residents.

Community Engagement Process

1. Community Survey

- Co-created by The Cerise Team & City Staff
- 10-minute online survey, in English & Spanish.
- Respondents rated Santa Fe's economy, infrastructure, community health & safety, opportunities for youth development, arts/recreation
- Open from Oct 15-Nov 12, 2021 to Santa Fe residents, 18+
- Raffle for $50 Target gifts (worth $50)

In total, 1,040 individuals began the survey and 738 completed the survey*. Of these responses 617 were in English and 121 were in Spanish.

2. Community Listening Session

- Tuesday, October 19, 2021
- Facilitated by Cerise Consulting
- Attendees responded to questions about their experiences living in Santa Fe, the impacts of COVID-19 on the City and its residents, and suggestions for how to spend the ARPA funds.
- A Spanish translator was available during the call. The session lasted 90 minutes.

In total, 15 community members attended the session.

3. Petitions from the Floor

- During the City Council Governing Body Meetings on Wednesday, October 27th and November 10th
- Residents were invited to share their ideas for the ARPA funds during Petitions from the Floor.

In total, 17 community members shared ideas. *(Some participants also participated in the Community Listening Session).*

**This sample was convenience-based, meaning individuals self-selected to take the survey after seeing it posted on various channels from the City. Thus, the findings are not representative of the entire population of Santa Fe but do offer an important snapshot of community experience.*

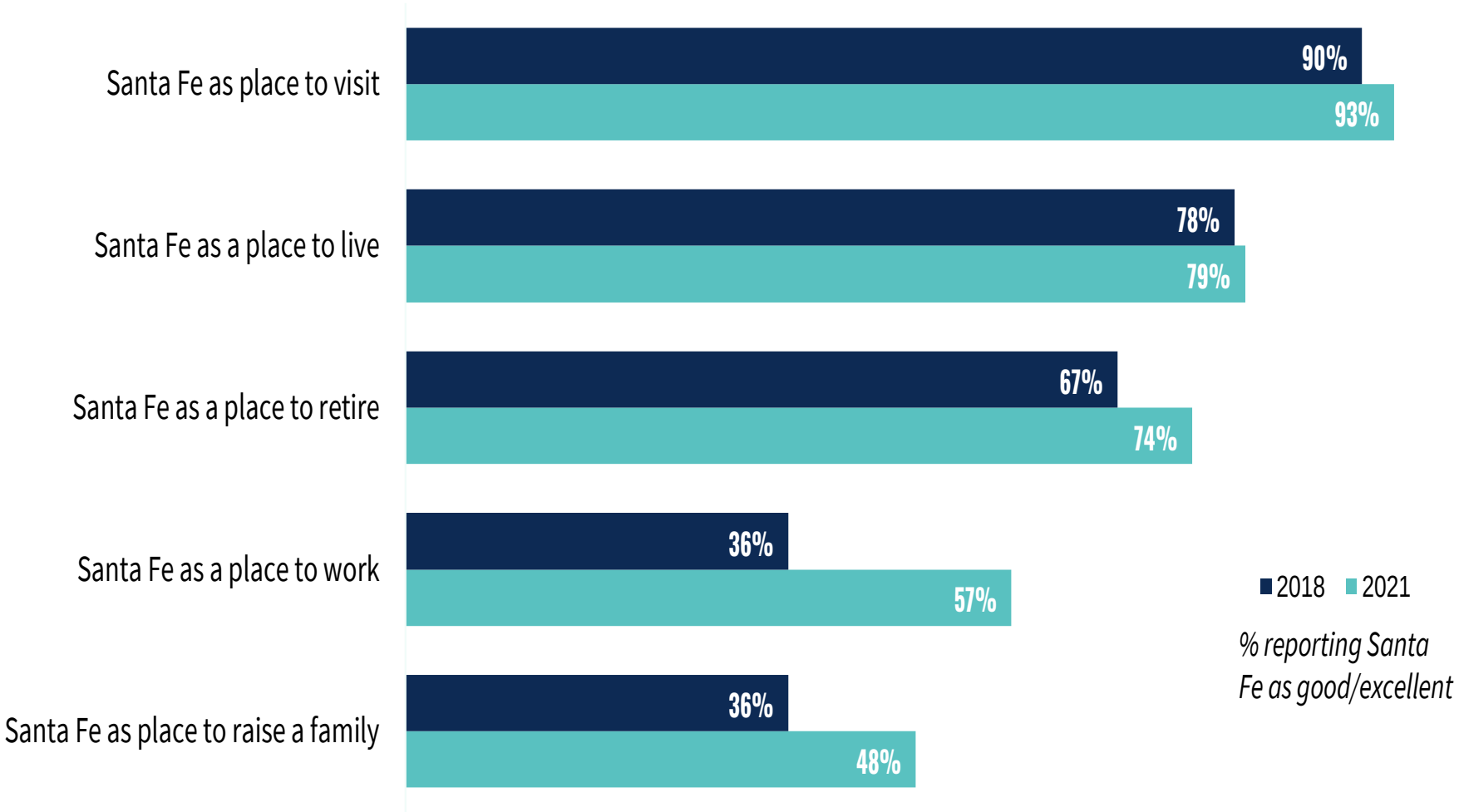
What We Heard From The Community

- **Overall Perceptions of the City**

- **Priority Issue Areas Identifed**
  1. Community Health + Safety
  2. Children + Youth Support Services
  3. Economic Health
  4. Infrastructure
  5. Art, Culture, & Recreation

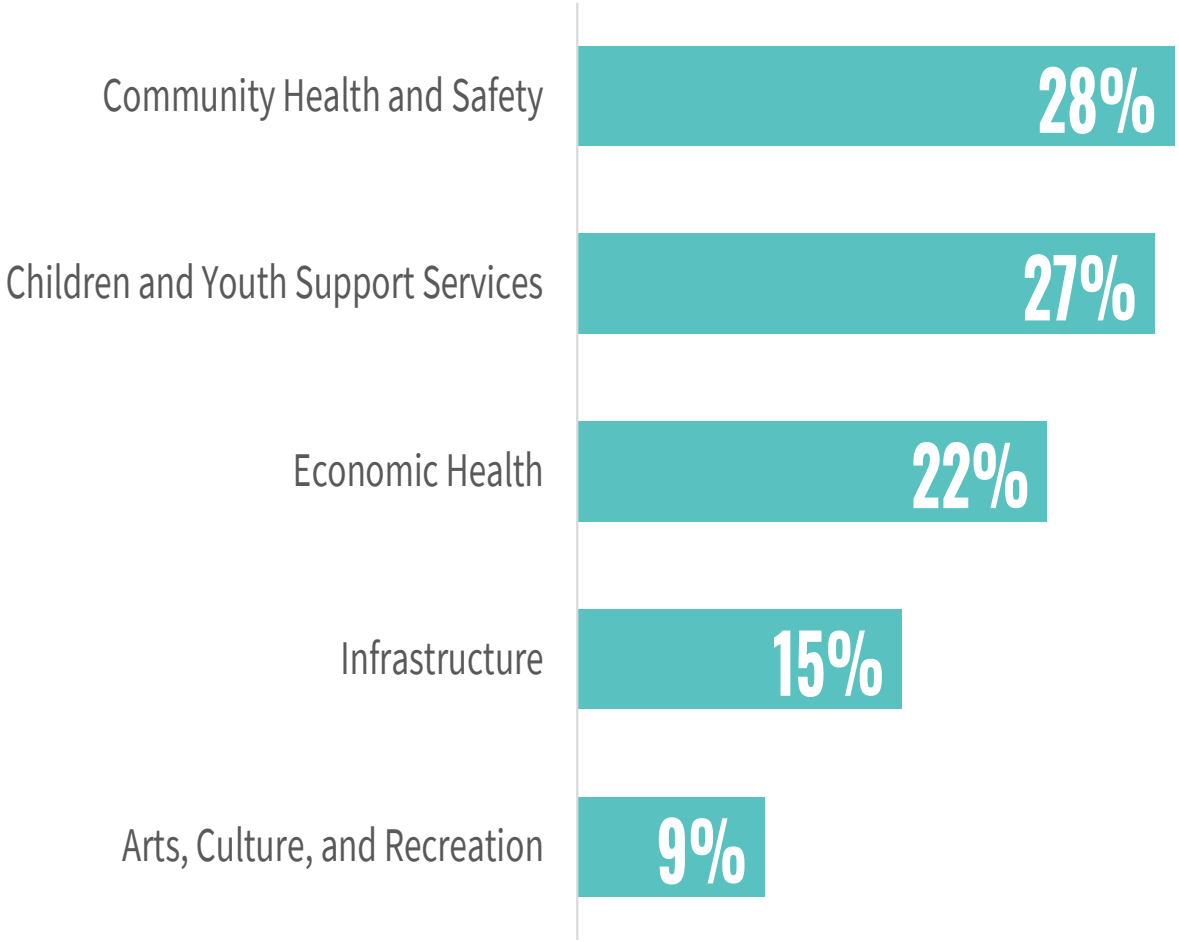
Overall Perceptions of Santa Fe

In both 2018 and 2021, residents highly rated Santa Fe as a quality place to visit, live, and retire, but shared substantially lower ratings for Santa Fe as a place to work and raise a family.



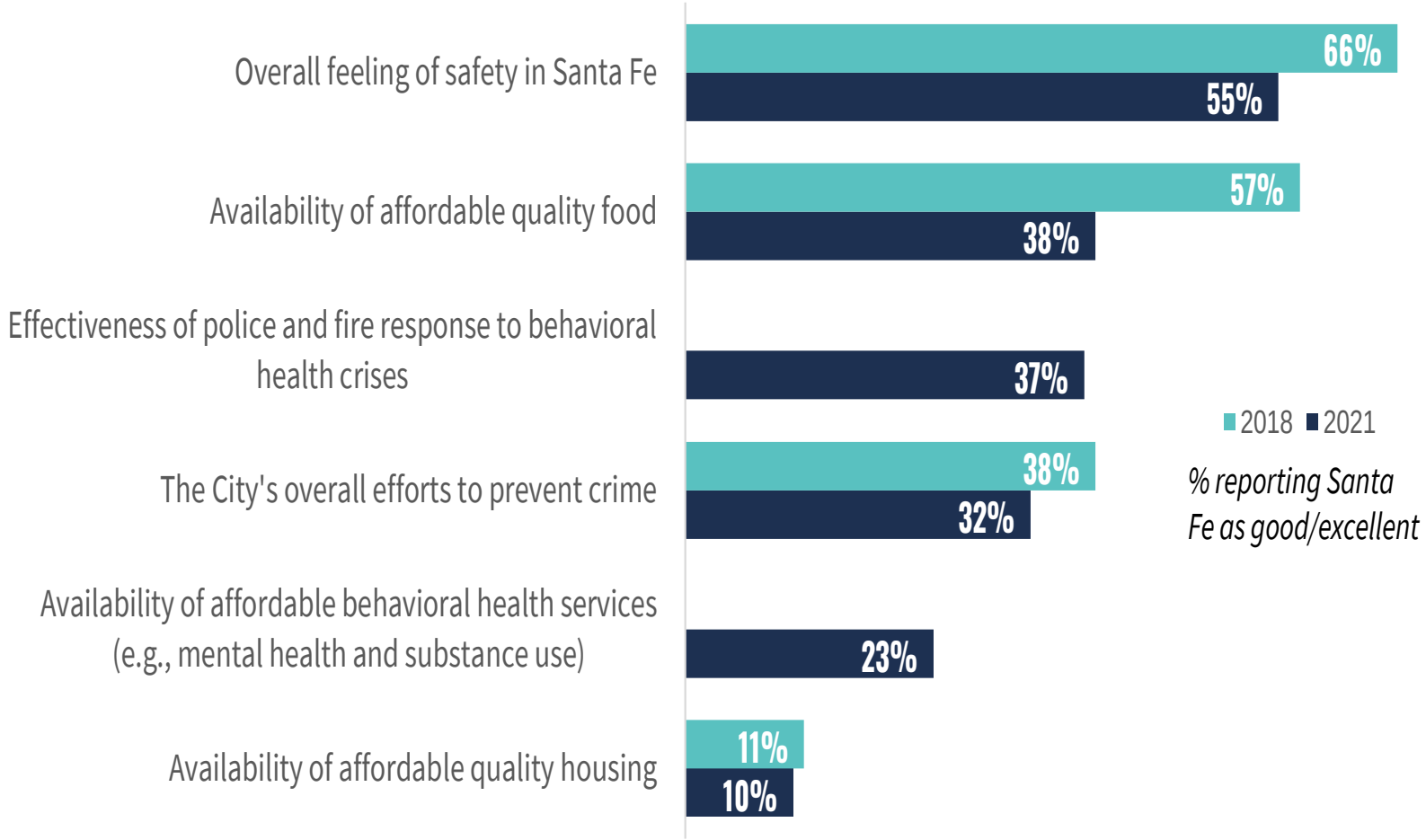
Priority Areas Identified

Community Health and Safety, Children and Youth Support Services, and Economic Health were the 3 areas that respondents felt needed the most funding allocation.



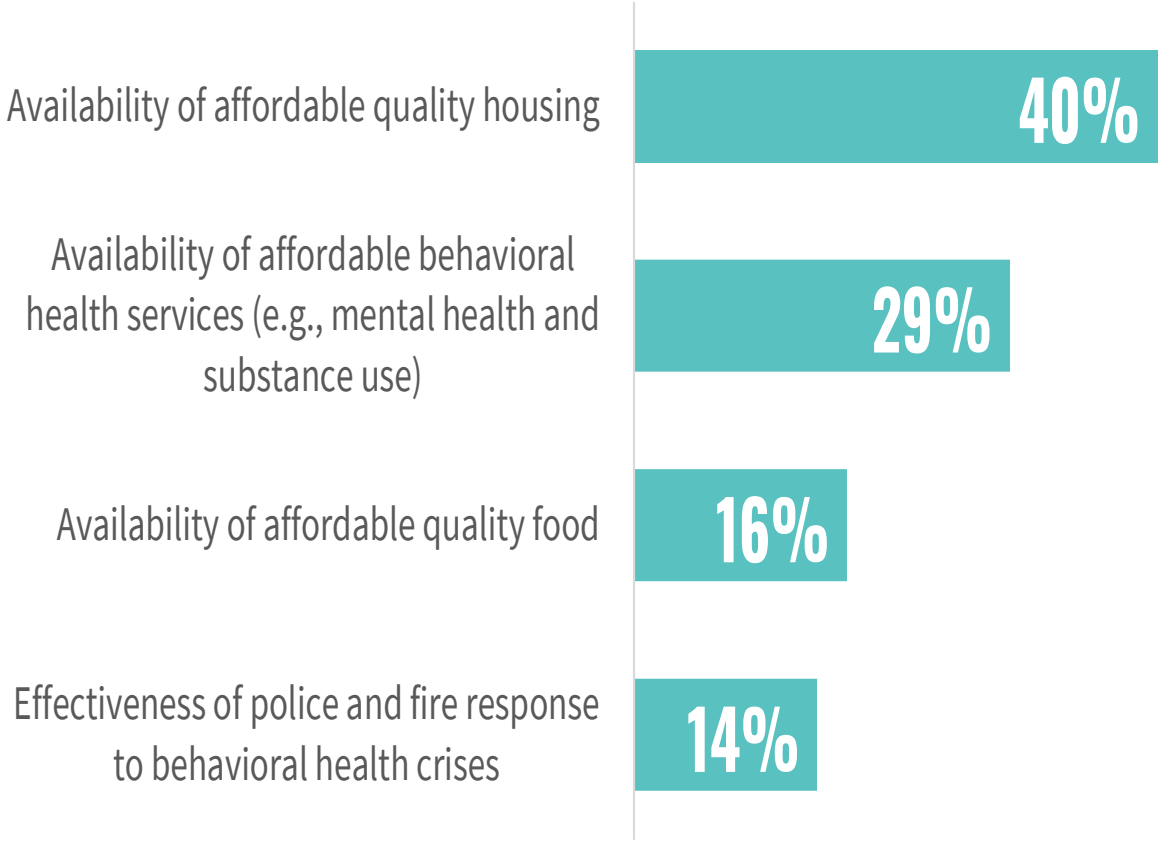
Priority #1: Community Health + Safety

Only 10% of respondents felt the availability of affordable housing was 'good' or 'excellent' in Santa Fe.



Priority #1: Community Health + Safety

Affordable housing & affordable behavorial health serives were the most frequently cited areas in which respondents felt funding should focus on.



"Housing is no longer affordable in Santa Fe. People from outside the City come in and make the housing more expensive. The Midtown Campus could be a good place for affordable housing." *-Community Listening Session Participant*

Priority #1: Community Health + Safety

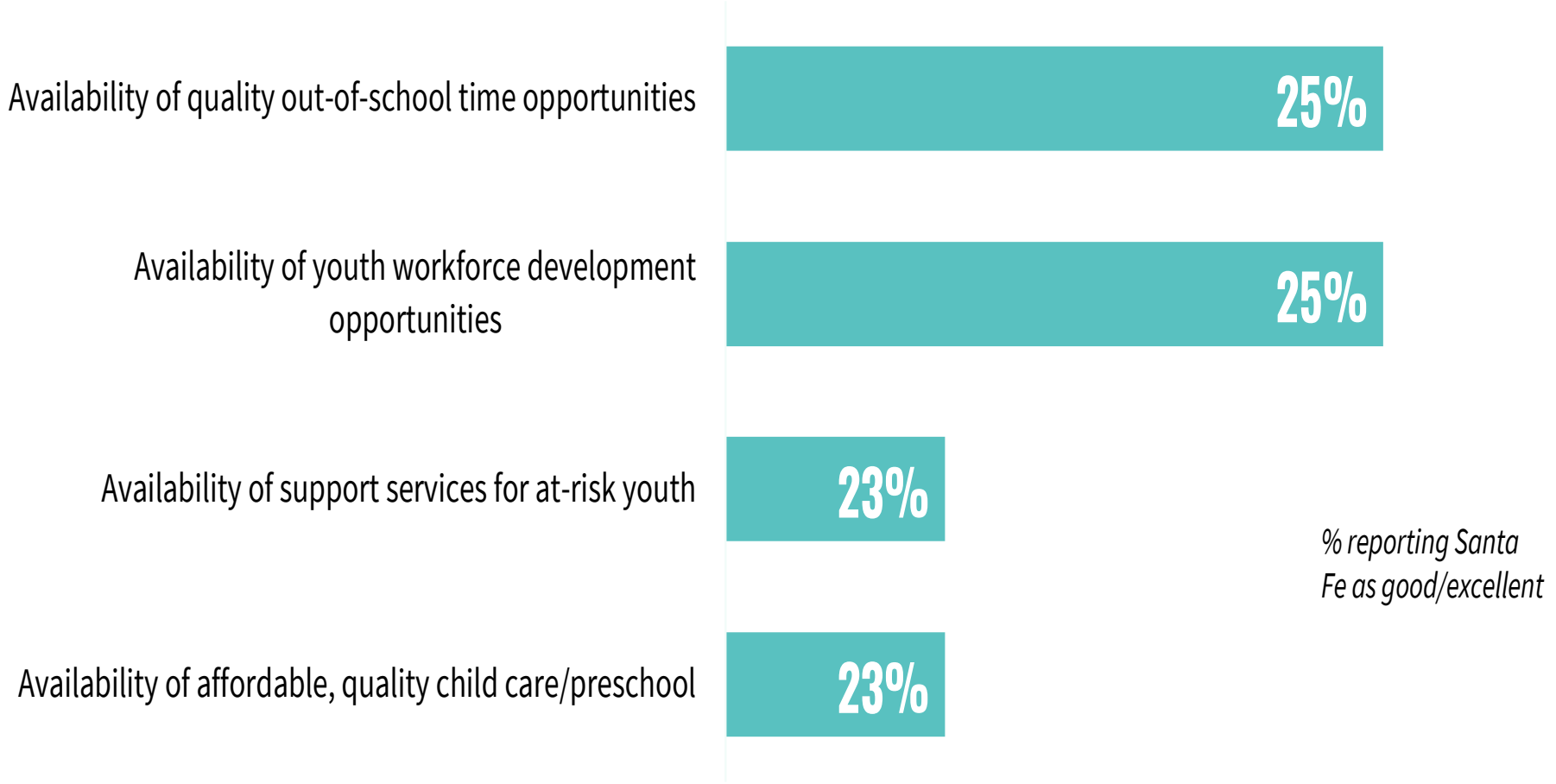
During the Petitions from the Floor, Santa Fe community members shared ideas for allocating funds to address the lack of affordable housing in the City via direct cash assistance.

"All the educators in this community need affordable housing. Important for the City to invest in this and look at zoning and other impediments to affordable housing in this community." – *Petition from the Floor Participant*

"As much support as possible should be set aside for direct cash assistance that is not limited application requirements. Language access must be a full priority. Spanish language materials, translation, and staffing is a commitment to language equity. Further, navigation services should continue, especially those who are members of the community. Some funding should be for rental assistance and investment in the expansion in public housing. And finally, long-term democracy building efforts via processes like participatory budgeting." *-Petition from the Floor Participant*

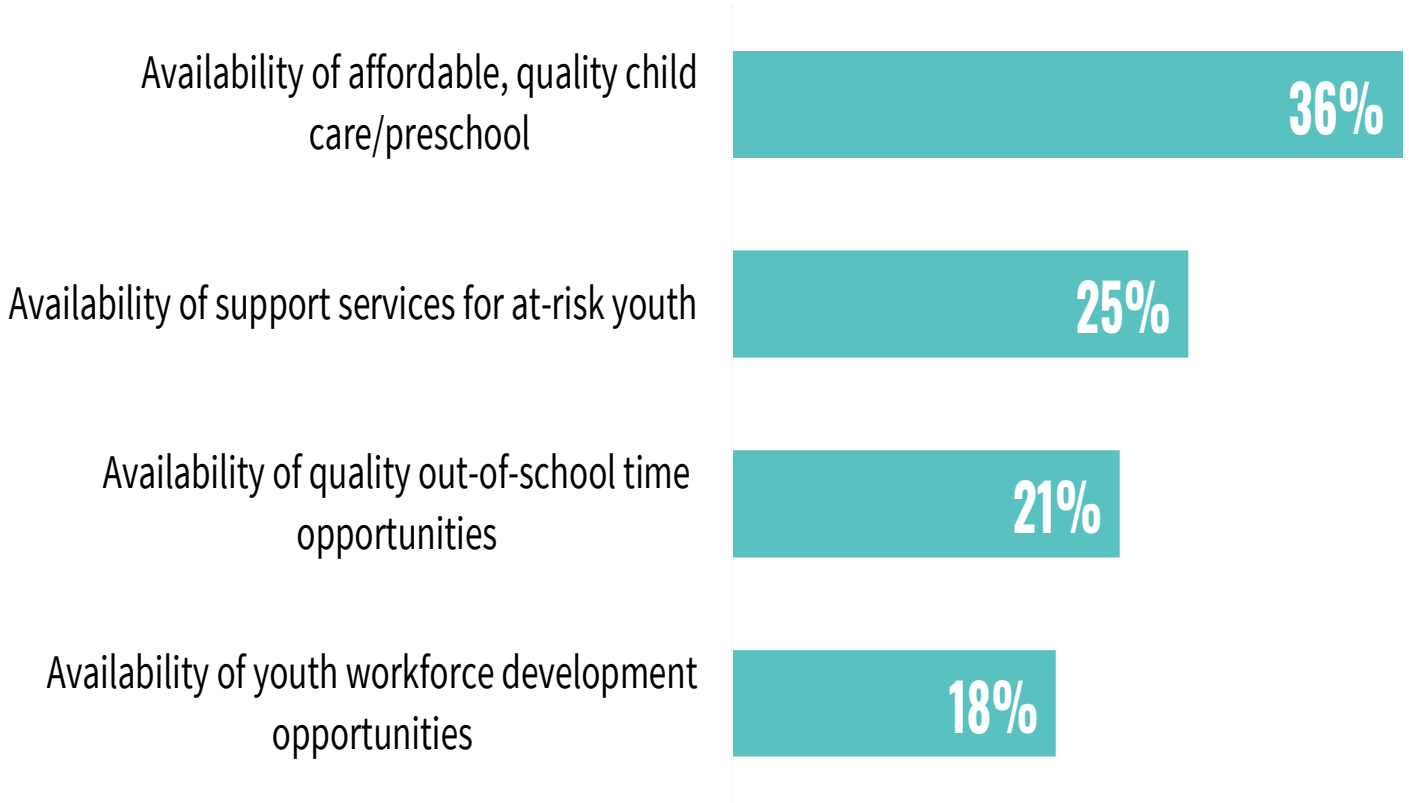
Priority #2: Children + Youth Support

Less than 1 in 4 survey respondents felt Santa Fe's children and youth services were 'good' or 'excellent'.



Priority #2: Children + Youth Support

Respondents felt the most prominent children and youth support service priorities were ensuring affordable childcare & availability of support services for at-risk youth.



"We can do more to support and educate a robust early childhood workforce."

-Community Listening Session Participant

Priority #2: Children + Youth Support

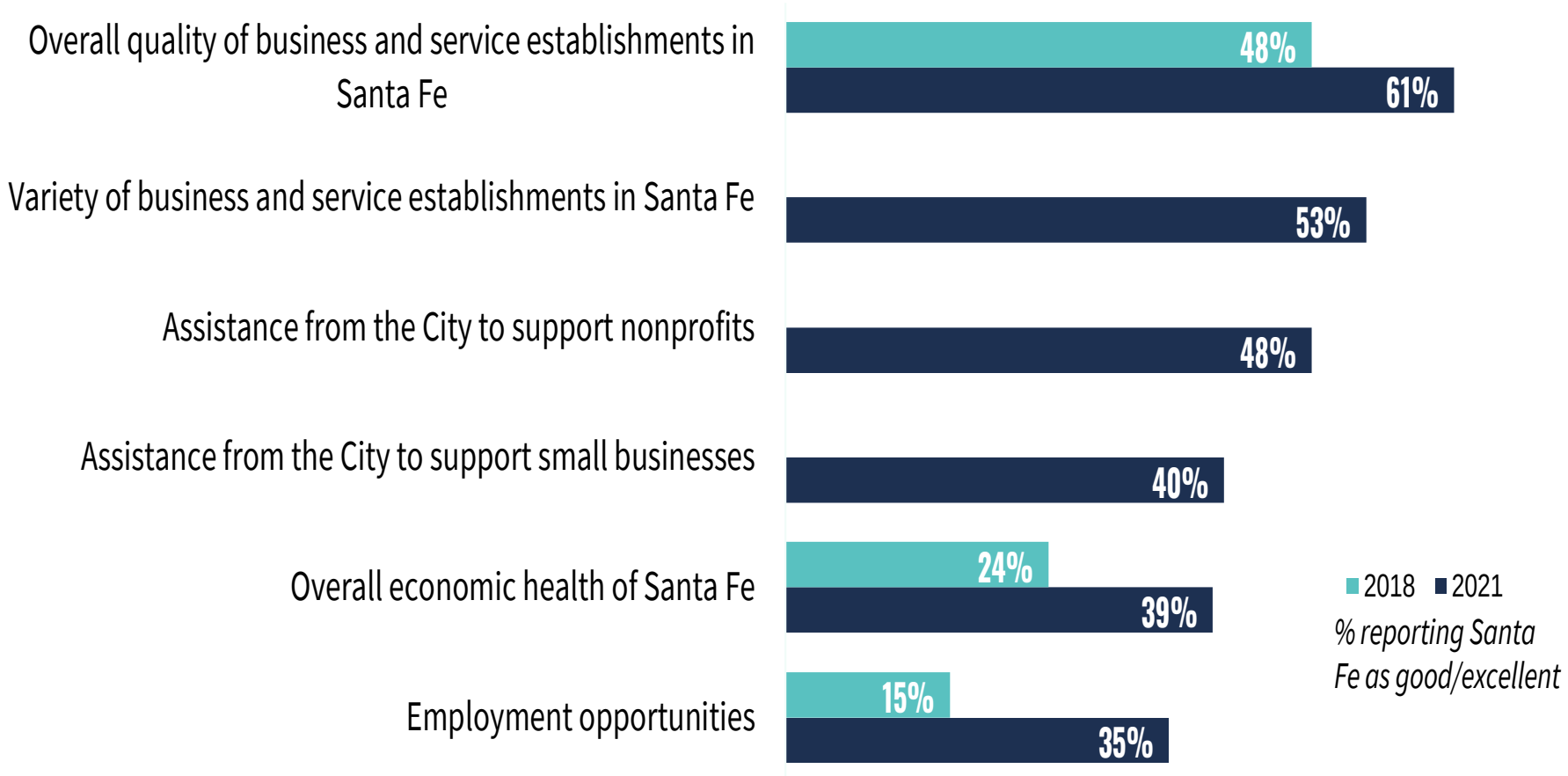
During the Petitions from the Floor, Santa Fe community members shared ideas for using the funds for early childhood education and youth workforce development.

"Investing in strong early childcare has been a strategy for many cities. Santa Fe is poised to take advantage of great work done at the state-level. Advance youngest community members and the City as a whole." *-Petition from the Floor Participant*

"Youth need support to secure job training, education, and support to explore career pathways. City funding could help us [Communities in Schools and Future Focus Education] do this." *-Petition from the Floor Participant*

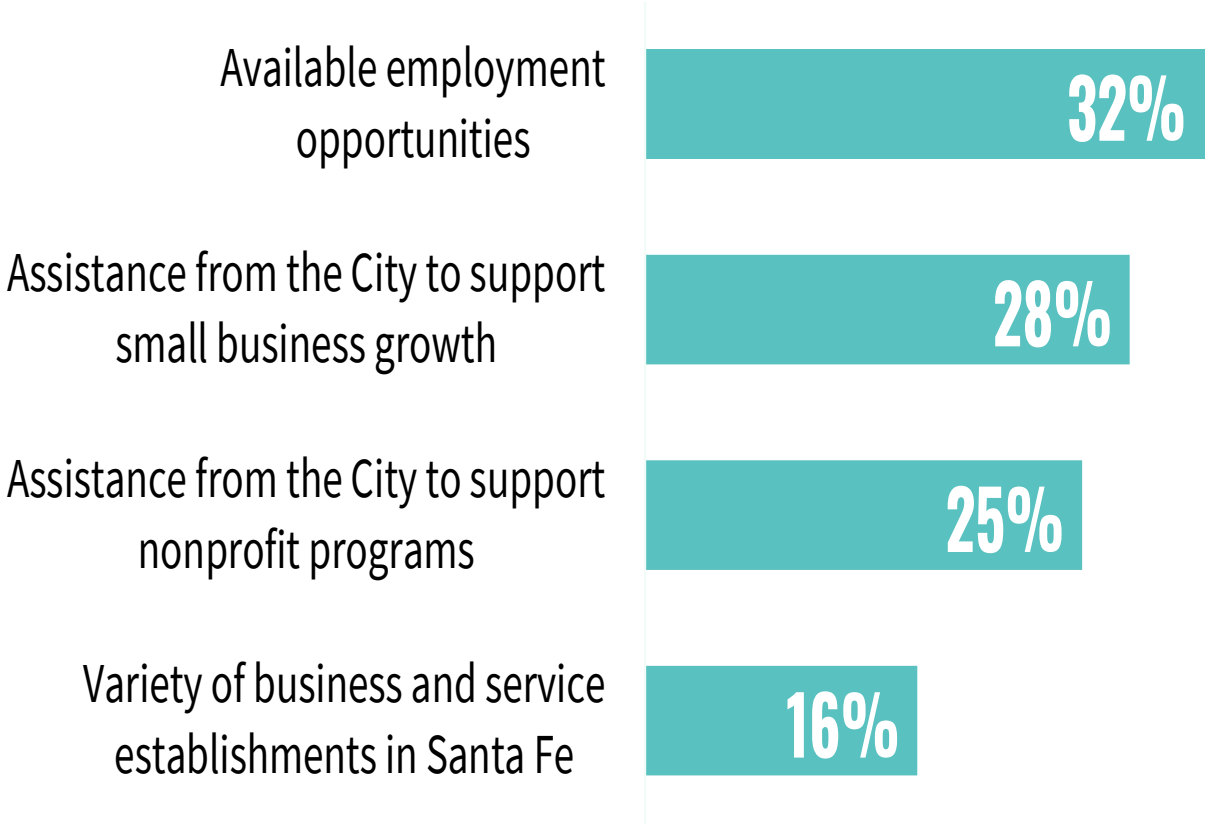
Priority #3: Economic Health of Santa Fe

Respondents were favorable about the overall quality of business/services but shared concern about employment opportunities for youth and adults in Santa Fe.



Priority #3: Economic Health of Santa Fe

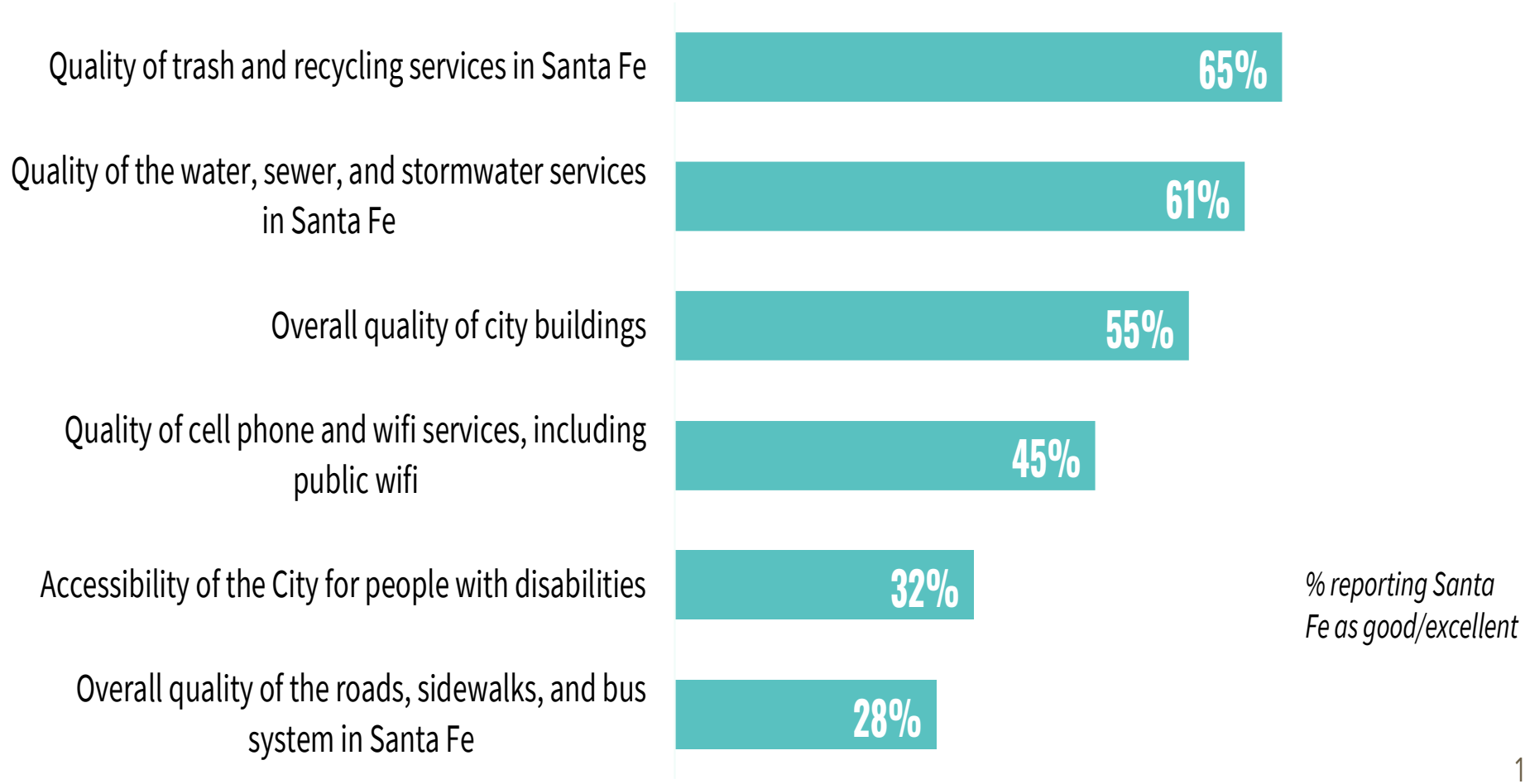
Respondents felt the most prominent economic health priorities were ensuring the availability of employment opportunities & support small business growth.



"There needs to be more focus on hiring and training people from here in the community. Then people can afford to stay and live here."- *Community Listening Session Participant*

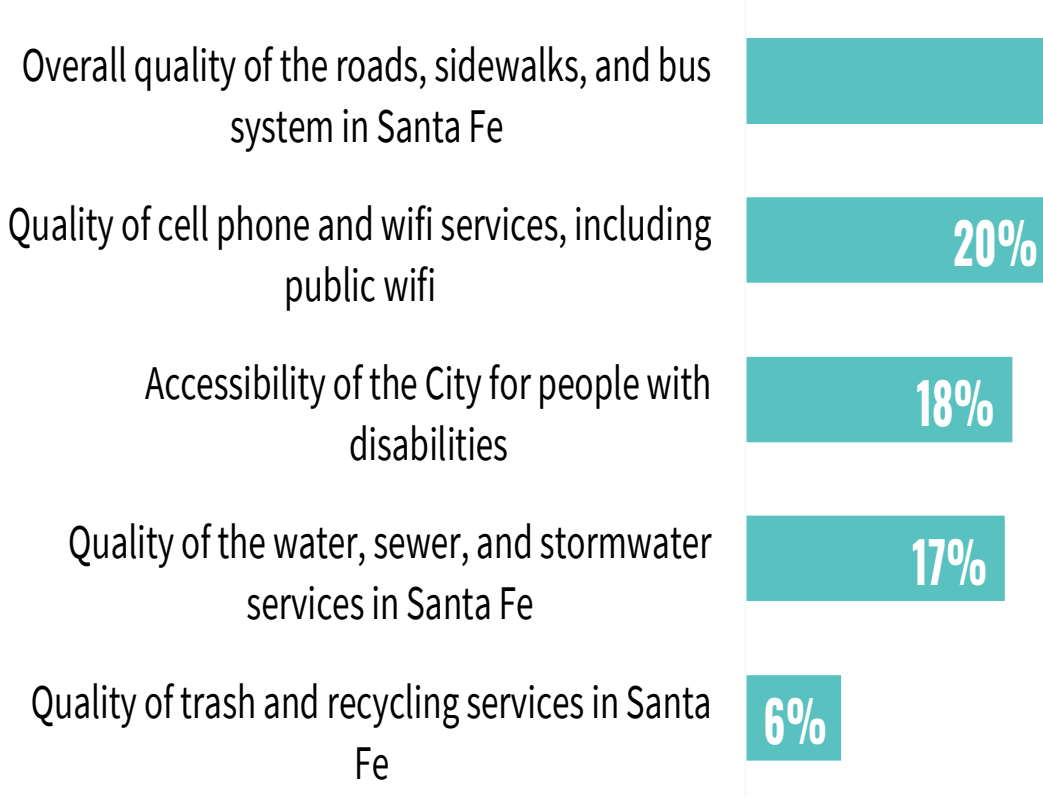
Priority #4: City Services for Santa Fe

Respondents provided favorable ratings on trash/recycling and water/sewer and low ratings on overall accessibility and quality of the transit system.



Priority #4: City Services for Santa Fe

Respondents indicated a need to improve the quality of the transit system & the quality of cell phone and public wifi services.



"Transportation is rough; bus takes an hour to come by; bike lanes…it is dangerous to ride bikes here." *-Community Listening Session Participant*

Priority #3: Economic Health of Santa Fe
Priority #4: City Services for Santa Fe

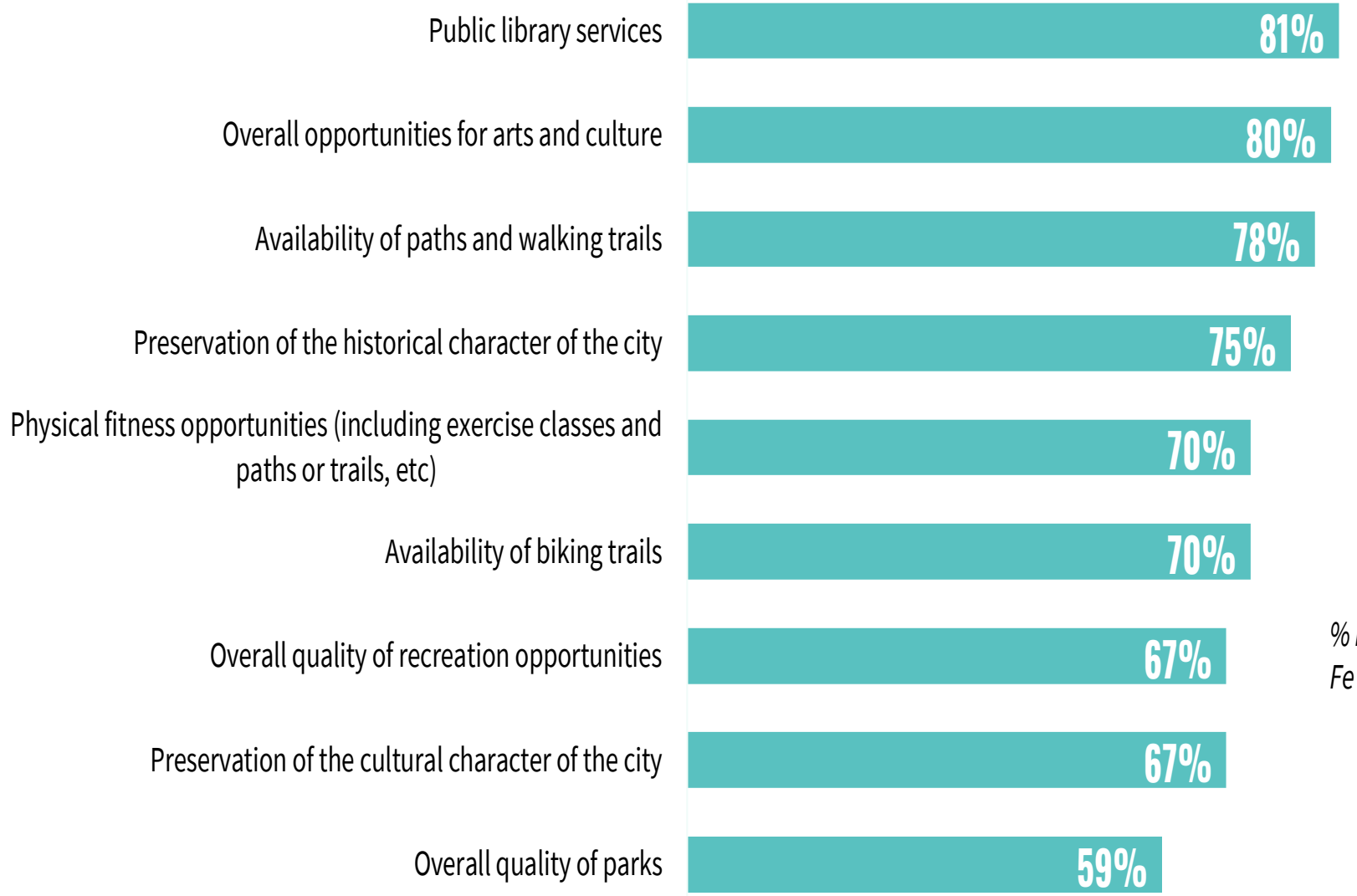
During the Petitions from the Floor, Santa Fe community members shared ideas for allocating funds to spur economic development through local business incubators and improve Santa Fe's parks.

"Dashing Delivery is working with other enterprises to create a shared multi-kitchen facility that is an entrepreneur incubator for the restaurants in Santa Fe. We have an accelerator program signed on to deliver the program and we are the infrastructure. Looking to get support from the City to hep fund this over the next three years. We need new restaurants, and we have issues with succession planning and helping to train the next generation of restaurateurs. -Petition from the Floor Participant

"Due to railyard operation budget cuts, maintenance to the park has been delayed for at least for years. The consequence of this is death to the park itself. One third of the park is not receiving water…Long time deferred maintenance has led to this. Next steps to fund a redesign of the irrigation system and bid out the work. ARPA funds are directed to these infrastructure repairs."
-Petition from the Floor Participant

Priority #5: Arts, Culture, & Recreation

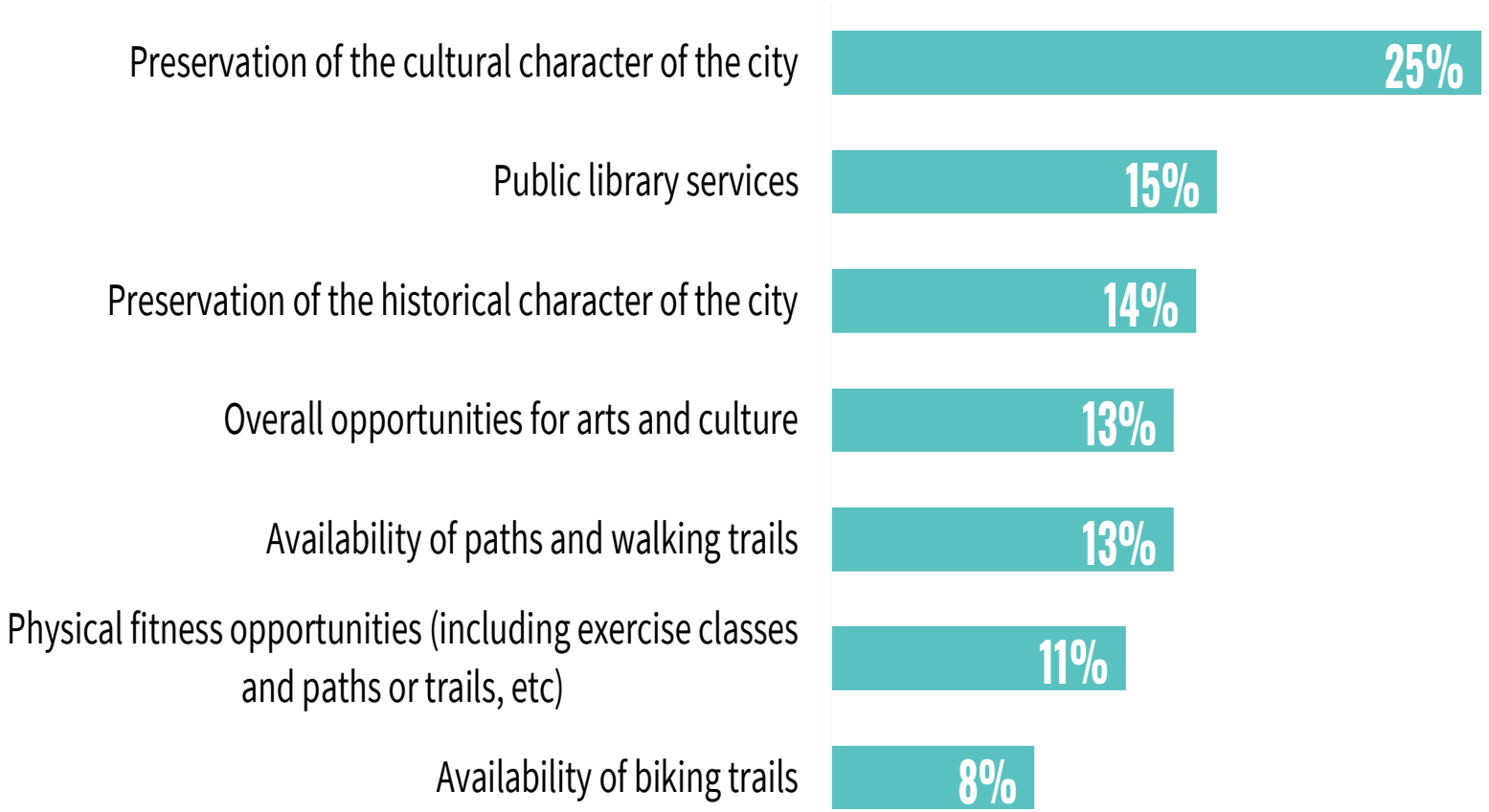
High percentages of respondents were pleased with the overall quality of arts, culture, and recreation, but the quality of the parks was rated lower than other amenities.



% reporting Santa Fe as good/excellent

Priority #5: Arts, Culture, & Recreation

Respondents felt the most prominent arts, culture, and recreation priorities were the preservation of Santa Fe's cultural character & the public library services.



Additional Community Ideas for Fund Allocation

- Increase access to affordable housing, including rental and mortgage assistance
- Support local businesses and nonprofit organizations
- Continue to fund CONNECT
- Provide access to physical and mental health resources
- Invest in early childhood education and childcare
- Ensure all materials are available in Spanish
- Distribute assistance to residents through flexible cash payments, especially for those who were not eligible for stimulus checks or were directly impacted by COVID

Applying Our Insights to Fund Allocation

- Suggested Allocation Buckets
- Categories for Procurement
- Timelines

Funding Allocation Buckets: $15MM total allocation over two years



Community Health & Safety



Community & Economic Development



Public Works & Public Utilities



Basic City Services



ARPA Grant Management

Suggested Allocation Categories for Procurement



Community Health & Safety

- Supportive Housing and Shelter Assistance
- Behavioral Health Programs
- CONNECT Direct Assistance
- Guaranteed Income Programs
- Emergency Support for Community Non-profits



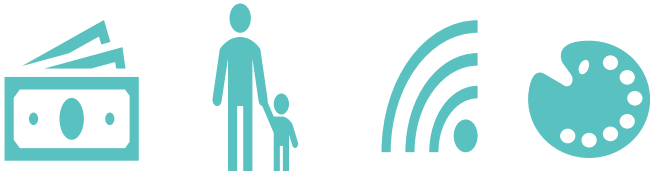
Basic City Services

- Basic City Services
- Public Utilities Relief
- Public Works Infrastructure & Services



ARPA Grant Management

Suggested Allocation Categories for Procurement



Job Training & Workforce Development

- Small Business Economic Recovery & Resiliency
- Early Childcare Workforce Development & Services
- Revived Arts, Culture, Entertainment & Recreation
- Public WiFi Tourism Industry Recovery & Resiliency
- COVID – Renewed Awareness, Support & Resiliency

Suggested Category Allocation Review Timeline

Jan 3-25, 2022
Mayor provide guidance on priorities

ARPA Proposal Forms sent to Directors

Jan 26, 2022
Cerise Consulting presents ARPA Community Engagement at Governing Body Meeting

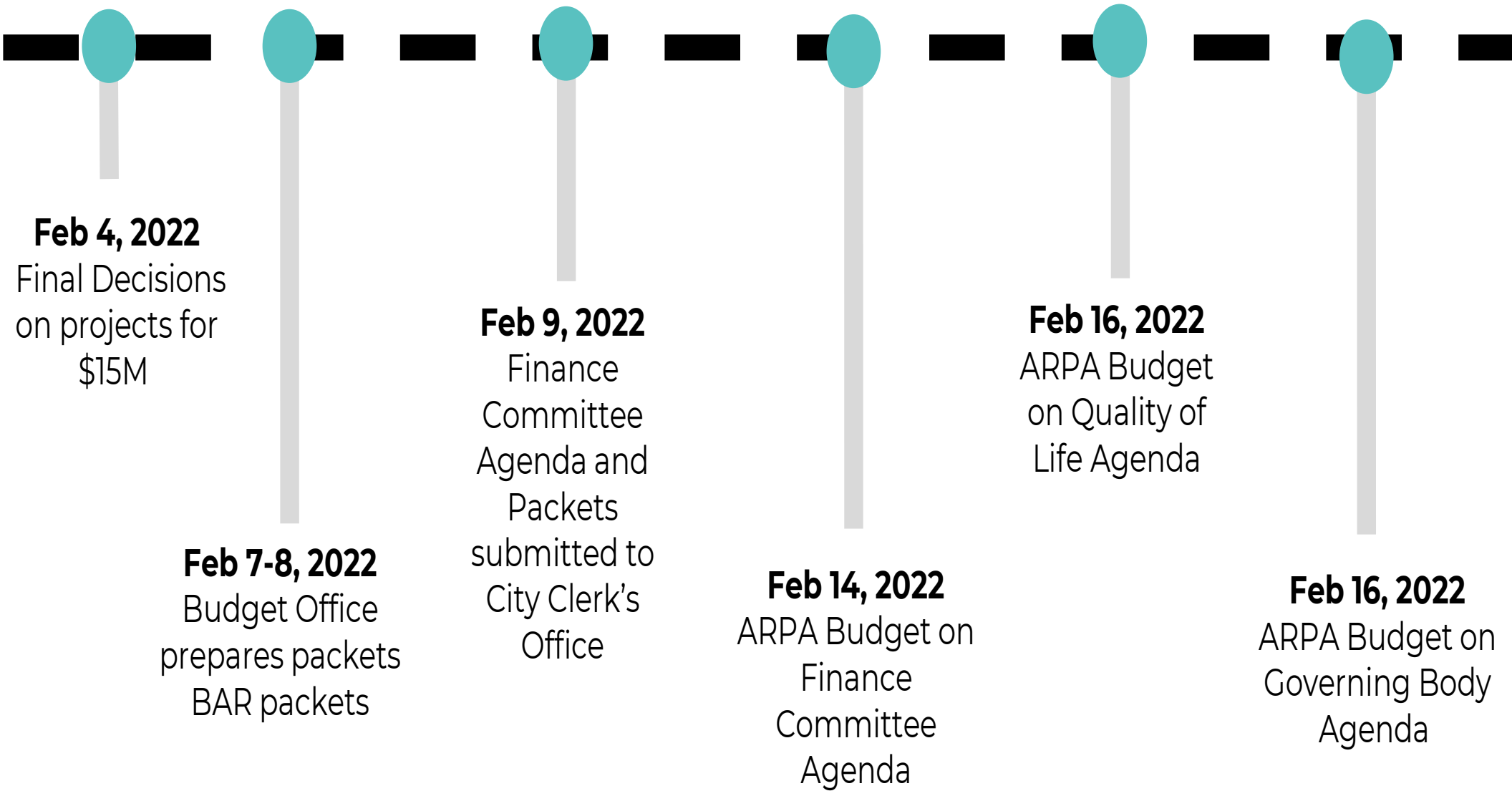
WE ARE HERE

Jan 28, 2022
Directors Submit Proposals, Memos & Captions for each proposal

Jan 31, 2022
Proposal Review Starts

- Mayor and City Manager review details of final proposals
- Procurement review proposals for procurement method
- CAO reviews projects for legal eligibility under federal ARPA

Suggested Timeline for City Council Review





Open for Questions

City of Santa Fe
FINANCIAL AUDIT UPDATE

January 18, 2022

Agenda

- Introductions
- Action Plan Update
  - Finance Department Staffing Update
  - Audit Coordinator
  - Audit Assessment
  - City Audit Team
  - Audit Preparation Contractors
- FY21 Audit - Status Update

FY21 and FY22 Audit – Action Plan

1. Continue to fill critical positions in the Finance Department (40% Vacancy Rate) and across all City departments (20% Vacancy Rate) to build capacity to manage financial functions citywide.
2. Contract with an Audit Coordinator who will be responsible for coordinating onsite with City staff across all departments and audit preparation contractors.
3. Conduct an independent review to assess the systems, processes and structures involved in the City's close process and annual audit preparation process and implement recommendations for the improvements identified in the assessment.
4. Form a special, focused audit team for both the FY21 and FY22 audits including the Audit Coordinator, Finance Department staff and staff from the following departments: Public Works, Public Utilities, Community Health and Safety, Community Development, and the contractors.
5. Work with accounting firms to assist with expediting the year-end closing for FY21.

FY21 and FY22 Audit – Action Plan

Continue to fill critical positions in the Finance Department (40% Vacancy Rate) and across all City departments (20% Vacancy Rate) to build capacity to manage financial functions citywide.

Hiring Update

Recently hired for the following positions: Chief Accounting Officer, Accounting Manager, Accounting Supervisor, Accounting Financial Analyst, Senior Procurement Analyst and Procurement Manager

	Average Vacancy Rate including Unfunded Positions	Total Number of Separations	Average Turnover/ Attrition Rate
FY2021	33%	2	3%
FY2022 (July- Dec 2021)	42%	1	3%

FY21 and FY22 Audit – Action Plan

Ricky Bejarano, Accounting Officer- Intro and Bio

- Ricky is a Certified Public Accountant (CPA) licensed in the State of New Mexico.
- Over 43 years of experience in the areas of financial accounting, governmental accounting, tax accounting, financial auditing & state tax auditing; approximately 31 of those years have been in a management and/or administrative capacity.
- Most recently served as the Vice President of Finance & Administration at Northern New Mexico College, a position he held from June 2017 until January 2022.
- Served as an adjunct instructor at the Santa Fe Community College for 9 years where he taught at least one class per semester in the areas of governmental accounting, financial accounting & finance courses.
- Ricky is one of only a handful of CPAs throughout New Mexico that have held financial management positions within major state agencies, the Office of the State Auditor, colleges and top-tier public accounting firms.
- In 2018, he was awarded the *Outstanding Member in Government Award* by the New Mexico Society of CPAs.

FY21 and FY22 Audit – Action Plan

- Contract with an Audit Coordinator who will be responsible for coordinating onsite with City staff across all departments and audit preparation contractors.

- The Contractor is providing technical, business and project management expertise:

  - Manage and coordinate the daily FY21 audit preparation process and FY22 close process by coordinating with City Department Staff and Audit Preparation Contractors.

  - Ensure the completion of the FY21 Trial Balance by March 31st, 2022 to the external Auditors.

FY21 and FY22 Audit – Action Plan

Stephanie Woodruff- Introductions and Bio

- Miss Woodruff has 35 years of private & public sector experience, from start-ups to publicly traded companies, and the Big 4. A national expert in the Governance Risk & Compliance (GRC) market, Miss Woodruff has advised several hedge fund and venture capital clients on Wall Street. A results-oriented strategic and visionary leader, Miss Woodruff also served as a Corporate Counsel Member to The White House Project, a non-profit organization which worked to increase female representation in American institutions, business, and government.
- City of Santa Fe – Chair, Audit Committee (2019-2021)
- City of Minneapolis – Mayor's Appointee, Vice Chair Audit Committee and Founding Member (2009-2013)
- City of Minneapolis – Mayoral Candidate 2013, DFL Party and Independence Party Endorsed
- AverQ, Inc. – Chief Revenue Officer and Owner – Silicon Valley Risk Management app for banks/financial services
- Deloitte LLP – Senior Manager, Enterprise Risk Services
- Resources Global Inc.– Managing Director, Enterprise Risk Services
- Cargill, Inc. – Worldwide Audit Director: Asia Pacific, North America, and Worldwide Fraud & Forensics Director

FY21 and FY22 Audit – Action Plan

Conduct an independent review for all components of the City's Close and Annual Audit Preparation Process. The required assessment activities are related to the City's compliance with regulations and requirements for the close process and annual audit preparation process.

- The systems, processes, and structure involved in the City's close process and annual audit preparation process.
  - Review the various software applications for strengths and weaknesses contributing to the close process and annual audit prep process.
  - The City's overall management of financial functions complying with close process and annual audit prep process in each Department.
  - Job descriptions for key City Staff (Department Directors, Department financial staff, etc.) to review roles and responsibilities related to the close process and annual audit prep process.
- Strengths and weaknesses related to the close process and annual audit prep process in each Department.
- Make recommendations for a "Framework For Success" (by June 2022) to address any weaknesses identified. The Framework shall include, but not limited to:
  - System Changes
  - Process Changes
  - Structure Changes

FY21 and FY22 Audit – Action Plan

Proceeding unified whole-of-government effort that prioritizes both accuracy and timeliness.

Form a special, focused audit team for both the FY21 and FY22 audits including the Audit Coordinator, Finance Department staff and staff from the following departments:

Public Utilities

Public Works

Community Health and Safety

Community Development

Community Engagement

General Government

Human Resources

Information Technology

FY21 Audit – Status Update, Completed Items

Organizational & Administrative Tasks

- RFP issued for audit preparation services
- Contracts signed for audit preparation services with four accounting firms
- Contract signed with CLA to perform FY21 audit
- Hire Finance Department Staff

Preliminary Accounting Tasks

- Obtained trial balance from the City's accounting system (MUNIS) for the year-ended June 30, 2021
- Agree account beginning balances to prior year 2020 audited financial statements
- Perform a trial balance assessment to assign accounts, due dates and persons responsible

FY21 Audit – Status Update

Reconciliations of 5,000 accounts and 70 Funds in City Departments underway

Cash

- Seven of seven of the City's cash and cash equivalents reconciliations have been started
- Restricted cash reconciliations have been performed by the City Staff

Debt

- Confirmations have been initiated
- Approximately 30 debt accounts between both governmental and business-type activities are underway

Investments

- Finance Department staff finalized preliminary reconciliations if investment bank accounts ($350M in assets)

Other

- As of January 2022 Finance Department finalized workman's comp and general liability claims payable reports are finalized
- As of January 2022 Buckman Direct Diversion submitted Mar- June 2021 Billing to Public Utilities Department

FY21 Audit – Status Update

Reconciliations of 5,000 accounts and 70 Funds in City Departments underway

Accounts Receivable

- Reconciliations completed for major revenue sources including Gross Receipts Taxes, Property Tax, MVD, Combined Fuel Tax, Franchise Fee (Gas, Electricity, Cable), Lodgers Tax
- As of January 2022 Public Utilities Department submitted preliminary reconciliations for major funds including Environmental Services, Waste Water, Water, Stormwater, and Utility Billing

Accounts Payable

- Search for unrecorded liabilities for the year ended 2021 in progress
  - 76 transactions tested / $2M

Capital Assets

- Preliminary schedules prepared by City Staff
- Contractors began review of schedules

Federal Expenditures

- Program discussions with managers/directors of federal programs ongoing
- Validating federal expenditures ongoing

FY21 Audit – Status Update

- January 2022 – March 2022
  - Weekly Status Update Meetings with Mayor & City Manager
  - Status Updates at every Finance Committee and Governing Body meeting
  - Regular Updates to the Office of the State Auditor
  - Continue Reconciliations and Correcting Journal Entries
  - Correct & reduce severity of FY20 Findings
  - Conduct Independent Assessment and Implement Recommendations

- March 31st- City to produce Trial Balance and SEFA

- April 1st - Target for external auditor to start audit

- June 30th - Target for external auditor to complete audit

City of Santa Fe

AGENDA

SPECIAL MEETING OF THE GOVERNING BODY
JANUARY 03, 2022
4:00 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/88289529805?pwd=dlJSYnFHMWlrZi9MV3BsMlkvaXprQT09. **Passcode: 739642**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

AGENDA

SPECIAL MEETING OF THE GOVERNING BODY
JANUARY 03, 2022
4:00 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: 882 8952 9805 - Passcode: 739642**
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**

Councilor Rivera

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

Councilwoman Villarreal

4. **INVOCATION**

Councilor Cassutt

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPOINTMENTS**
   a. Appointment of Signe Lindell as Mayor Pro-Tem
   b. Announcement of Appointment of Carol Romero-Wirth as Parliamentarian (No Vote Required)
   c. Appointment of City Council Committees

8. **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): 01/03/22

9. **ADJOURN**

Governing Body
INDEX SUMMARY
January 3, 2022

ITEM	ACTION	PAGE
1. Call to Order	Convened at 5:00 p.m.	1
2. Pledge of Allegiance	Led by Councilor Rivera	1
3. Salute to the State Flag	Led by Councilor Villarreal	1
4. Invocation	Led by Councilor Cassutt	1
5. Roll Call	Quorum Present	1-2
6. Approval of Agenda	Approved as presented	2
7. Appointments		
a) Signe Lindell as Mayor Pro-Tem	Approved	2
b) Carol Romero-Wirth as Parliamentarian	Informational	2
c) Appointments of Council Committees	Approved	3
8. Discussion/Action Items		
a) Resolution for COVID Leave	Postponed to Jan 12, 2022	3-10
10. Adjournment	Adjourned at 5:04 p.m.	10

Minutes of the
Special Meeting of the Governing Body
Monday, January 3, 2022
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, January 3, 2023, at approximately 4:05 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 Rivera.

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 Cassutt.

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

5. ROLL CALL

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

Members Present
Mayor Alan Webber
Councilor Jamie Cassutt
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely
Erin McSherry, City Attorney
Geralyn Cardenas, Assistant City Clerk
Bernadette Salazar, Human Resources Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

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

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

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

Against: None

7. APPOINTMENTS

a. Appointment of Signe Lindell as Mayor Pro-Tem

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the appointment.**

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

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

Against: None

b. Announcement of Appointment of Carol Romero-Wirth as Parliamentarian

Mayor Webber announced the appointment of Councilor Romero-Wirth to continue as Council Parliamentarian

c. Appointments of City Council Committees

MOTION: Councilor M Garcia moved, seconded by Councilor Cassutt, to approve the appointments as presented.

Discussion on the Motion:

Councilor Villarreal asked if the Santa Fe Extraterritorial Land Use Authority was to be revised.

Mayor Webber said he was informed by the City Attorney's Office that it was never disbanded but has not been meeting. It was there as a resource should issues on boundaries come up.

Councilor Villarreal asked if that entity would be used for annexation issues.

Mayor Webber said it would under certain circumstances.

Ms. McSherry explained that at this point it was not required but could be in the future.

Councilor Villarreal thanked her. Her other question was that she did not see the Public Safety Committee in the list and Councilor Rivera was the Chair of that Committee.

Ms. McSherry said he will continue since he was previously the Chair.

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

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

Against: None

8. 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): 01/03/22

Ms. Cardenas read the caption for this item.

Director Salazar was present to address the item.

Director Salazar apologized that it was not uploaded yet to Prime.Gov. She provided background on it:

Right now, we have staff who tested positive with COVID and want to allow employees access to administrative leave when they test positive in a more user-friendly manner. It is a temporary change for 2022 to use their hours immediately instead of completing all paperwork first. It is also streamlined for the supervisor to report for payroll, like the procedure used for Families First virus. It will start January 1 2022.

Councilor Villarreal felt Councilors did not have enough time to understand this was a change in process rather than a signoff by the City Manager.

Director Salazar agreed. The CDC recommended that change for hours and additional access and if they were exposed more than once.

Councilor Villarreal asked if this leave is accessible to both vaccinated and unvaccinated.

Director Salazar agreed.

Councilor Villarreal asked how much administrative leave was used in 2021.

Director Salazar didn't have a total but offered to provide it.

Councilor Villarreal wanted to know how many used administrative leave and if they had access when a family member was sick too.

Director Salazar said it is provided when the employee has a positive test or close contact but not for a family member.

Councilor Villarreal asked what an incentive would for City Staff to get vaccinated with this change. She knew the Fire Department has had highest incidence, but she didn't know how many were vaccinated. What would be an incentive?

Director Salazar explained that the 96 hours for firefighters does cover the ten-day quarantine for them. When the 96 hours is exhausted, they would still be required to quarantine.

Councilor Villarreal wanted an incentive to get vaccinated.

Director Salazar understood. It is delicate and the policy needs to comply with all employment laws. The City tries to balance when requesting changes and not violate anyone's beliefs. It is a challenge.

Mayor Webber asked Director Salazar to comment on what happens if the resolution is not approved and what was current that would continue.

Director Salazar explained that presently, employees requesting administrative hours would fill out the form and submit it to the City Manager for approval. If an employee was too sick to complete the form that might be an issue. This resolution is to make the application for hours more efficient.

Councilor Cassutt added, to piggyback on the challenge to incentivize vaccinating employees, that we also need to incentivize for them to stay home and not infect other people. She also wanted to see the leave report for 2021 and if anyone needed more than 80 hours. She was curious how that report was broken out. Especially for those quarantined but without pay. She asked if when schools were closed if the employee who was a parent needing to stay at home, would have administrative leave.

Director Salazar replied that when the parent had to stay home, they could use sick leave for that purpose.

Councilor Cassutt pointed out a typo on page one, line 22 where "day time" should be "day care." She also asked if the employee to qualify, needed to prove close contact with an infected person.

Director Salazar briefly described how she works with them and reports on a biweekly report.

Councilor Cassutt asked, if the administrative hours would be replenished to 80 hours again if COVID was still around in 2023.

Director Salazar said she will analyze it on a monthly basis.

Councilor Cassutt understood unused administrative hours would not roll over.

Director Salazar said that was correct.

Councilor Romero-Wirth understood the hours don't roll over but asked if the City needs to reset the clock again in a new year.

Director Salazar agreed and it would need a new resolution.

Councilor Romero-Wirth asked about the benefit if they get COVID more than once. It is one-time 80 hours, but she knew people who have been infected more than once.

Director Salazar said the hours are intended as one-time for the year. And would be, regardless of accrued sick or annual leave time.

Councilor Romero-Wirth suggested the resolution should say one-time 80 hours perhaps.

Ms. McSherry said that is clarified in the last paragraph. They are given the same opportunity but if unvaccinated, they are likely to run out of administrative leave.

Councilor Romero-Wirth was not sure how to express that it was one-time. Her other question was to keep track of how many had used it more than once if they got reinfected.

Director Salazar agreed to provide the data. She said this was devised under the previous CDC guidelines.

Councilor Romero-Wirth asked what the downside would be if the Governing Body didn't pass this until January 12.

Director Salazar said it was just a lot of paperwork to fill out and a challenge to payroll between now and January 12. It is more difficult administratively and

perhaps an employee would be denied some leave. HR has a list of questions for them to complete.

Councilor L Garcia wanted clarification on the similarity to a condition last year.

Director Salazar explained we changed the administrative leave policy in 2020 and now she was just trying to streamline the process and get a better balance on accessing it.

Councilor L Garcia understood and asked where the funds would come from for the administrative leave payments.

Director Salazar said that for those not requiring a substitute while out on leave, their position is already budgeted so it comes from the budget. Those positions requiring a substitute would come for overtime budgets.

Councilor Lindell could see why the resolution was coming forward now but it was uncomfortable for her, especially when this modification is for a full year. The CDC has changed the quarantine time recently. She didn't want to commit for a full year. She wanted more data. She wanted people to get vaccinated. We need to look at that through HR and Legal. This is an opportunity to encourage people to get vaccinated. She understood the need for it was immediate but believed the Governing Body could go nine more days until the regular Governing Body meeting. She agreed with Councilor Romero-Wirth on an effort to get all staff vaccinated.

Councilor Rivera asked if this resolution was based on the current CDC guidelines which calls for a 5-day quarantine

Director Salazar said it was based on the previous 10-day quarantine and it would cover two exposures. It is a little more comfort level for everyone.

Councilor Rivera pointed out that our firefighters work a 48-hour week so they would need 96 to cover two weeks.

Director Salazar agreed and the resolution covers that much leave for them.

Councilor Rivera asked if City Staff are tracking those with COVID.

Director Salazar didn't know.

Councilor Rivera asked if the City still has a COVID-only ambulance.

Director Salazar didn't know but would find out.

Councilor Rivera noted there have been more ambulance trips from the airport to hospitals for COVID passengers. He was curious about trends in those transfers.

Lastly, he knew the Police officers and firefighters have staff quarantines but still operate at a station. He asked if that was where budget increases arose.

Director Salazar agreed.

Councilor Rivera commented that one exposure could take out as many as five fire fighters.

Director Salazar agreed.

Councilor Rivera agreed with these changes.

Councilor M Garcia echoed the same sentiment on appropriate tools to encourage members to get vaccinated. He noticed that the FIR was based on an average 50 cases per month. But in December we had 56 cases. If that stays consistent, the budget will need $120,000 instead of $40,000 to cover it. He thought the Staff needed to reevaluate that benefit and it was better to use more recent numbers because of the explosion right now. He would like the numbers revised with December statistics to eliminate returning to the Governing Body to ask for more resources. "We should re-evaluate it in six months. We need to be flexible. Who knows where we will be in six months? Maybe even a quarterly update." He thought it should be postponed to next week to get stats and alternatives.

MOTION: Councilor M Garcia moved, seconded by Councilor Villarreal, to postpone the Resolution Temporarily Modifying the City's Personnel Rules to the January 12, 2022 Governing Body Meeting.

Discussion on the Motion to Postpone:

Mayor Webber said that between now and January 12, the questions and current policy will stay in place which is only to change the paperwork.

Director Salazar agreed.

Ms. McSherry clarified that the existing policy is discretionary without a number to be approved and most requests have been approved. There is a difference. This guarantees a certain number of hours for all employees.

Councilor L Garcia asked if the police officers are being handled the same way as the firefighters.

Director Salazar agreed.

Mayor Webber was perfectly happy to review it in six months. He noted the CDC quarantine change to five days is controversial and not all people favor that. The major change has less to do with policy and more as help on the procedure. He didn't know what more data was needed.

Councilor Villarreal said the data she needed was whether there were funds for sufficient hours provided. She also agreed with a six-month review and wanted some incentive in it. She just wanted to make sure the days offered would be sufficient.

Councilor Romero-Wirth asked if any leave granted between now and January 12 would be counted against the 80-hour maximum or not.

Director Salazar said it would depend on words crafted on the resolution. It would start from this day forward if approved here.

Ms. McSherry said the City would need to follow current policy and the rule in pace at the time. Deducting hours retroactively would not be a good decision.

Ms. McSherry pointed out that reducing some and not all is the problem.

Director Salazar clarified on the point of more than once infected requests, our current quarantine policy is that without symptoms, vaccinated people are not required to quarantine. So, some who request multiple times are likely to be unvaccinated and we are likely to see that in the stats

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

For: Councilor Cassutt, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, and Councilor Villarreal.

Against: Councilor Rivera, Councilor Romero-Wirth, Councilor Chavez, Mayor Webber.

9. ADJOURNMENT

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 5:04 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

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.

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
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.

Governing Body
SUMMARY INDEX
January 12, 2022

ITEM	ACTION	PAGE
1. Call to Order	Convened at 5:00 p.m.	1
2. Pledge of Allegiance	Led by Councilor Villarreal	1
3. Salute to the State Flag	Led by Councilor M. Garcia	1
4. Invocation	Led by Councilor Rivera	1
5. Roll Call	Quorum Present	1-2
6. Approval of Agenda	Approved as amended	2
7. Approval of Consent Agenda	Approved as presented	2
8. Approval of Minutes		
a) Regular Meeting Dec. 8, 2021	Approved as presented	3
b) Special Meeting Dec 28, 2021	Approved as presented	3
9. Presentations	None	3
10. Consent Calendar	Listed	3-5
11. Discussion/Action Items		
a) COVID Admin Leave Policy	Removed	6
b) NCNMED RFP Support	Approved	6
c) Increased Env Service Rates	Approved	7
d) City Manager Appointment	Approved	7-16
12. Matters from the City Manager	Informational	16
13. Matters from the City Attorney	Informational	17
Executive Session	Not considered	17
14. Matters from the City Clerk	Informational	17
15. Communications from Governing Body	Communicated	18-20
Evening Session	7:54 p.m.	20
16. Roll Call	Quorum Present	20
17. Petitions from the Floor	Petitions heard	20-21
18. Appointments	None	22
19. Public Hearings		
a) Governing Body Procedural Rules	Approved as amended	22-51
b) 2190 W. Alameda Rezoning	Postponed	51
c) 2190 W. Alameda Development Plan	Postponed	51-52
20. Adjournment	Adjourned at 1:06 a.m.	52

Minutes of the
Special Meeting of the Governing Body
Monday, January 12, 2022
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 Wednesday, January 12, 2023, at approximately 5:01 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

Councilor Villarreal led the Pledge of Allegiance.

3. SALUTE TO THE NEW MEXICO FLAG

Councilor M Garcia led the Salute to the New Mexico Flag.

4. INVOCATION

Councilor Rivera gave the Invocation. He gave the prayer from Numbers 6:24-26 in the Hebrew Scriptures. He also remembered David Solomon, a long-time referee for High School Football and Basketball games.

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

5. ROLL CALL

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

Members Present
Mayor Alan Webber
Councilor Jamie Cassutt
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera

Councilor Carol Romero-Wirth
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely
Erin McSherry, City Attorney
Kris Bustos-Mihelcic, City Clerk
Bernadette Salazar, Human Resources Director
Jesse Guillen, Legislative Liaison
John Blair, City Manager
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Mayor Webber noted the agenda was revised, removing Item 11 a from the agenda to give Director Salazar more time to consider it.

MOTION: **Councilor Villarreal moved, seconded by Councilor Lindell, to approve the agenda as amended with Item 11 a removed.**

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

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

Against: None

7. APPROVAL OF CONSENT CALENDAR

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

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

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

Against: None

8. APPROVAL OF MINUTES

a. Regular Governing Body Meeting – December 8, 2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the December 8 2021 meeting minutes as presented.

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

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

Against: None

b. Special Governing Body Meeting – December 28, 2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the December 28, 2021 meeting minutes as presented.

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

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

Against: None

9. PRESENTATIONS

There were no presentations.

10. CONSENT CALENDAR

a. Request for Approval to Purchase Two Automated Side Load Collection Vehicles for Residential Recycling Waste Collection Services with Bruckner's 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:

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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. 2022-01. (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. 2022-02. (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

This item was removed from the agenda under Approval of the Agenda.

b. CONSIDERATION OF RESOLUTION NO. 2022-03. (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

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

Mr. Rinaldi presented the matter. He said the City was in process of applying for a four-year grant and the resolution shows the City's commitment to our seniors and the program. He stood for questions.

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

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

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

Against: None

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

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

MOTION: Councilor Cassutt moved, seconded by Councilor Lindell, to approve publishing Notice for the Public Hearing as presented.

Discussion on the Motion:

Director Sitton said the hearing was based on our cost-of-service study for trash and recycling service.

Councilor Villarreal asked if the request was approved at Public Works/Utilities Committee.

Director Sitton agreed it was.

Councilor Villarreal assumed she would see the presentation in Finance Committee. She wanted to see the breakdown on where the increase goes and wondered if it could be possible increases to staff wages. She asked that it be provided at the Finance Committee meeting.

Director Sitton said she would have a breakout for it at the Committee meeting.

Councilor Rivera recalled when new Councilors joined the Council two years ago, some of them did not know what a notice to publish was. He suggested a quick explanation.

Ms. McSherry said the Governing Body has a practice of voting on each notice to publish for a public hearing after Committees. The purpose was to fulfill the requirement for ordinances to be publicly noticed before being voted on by the Governing Body.

Councilor Rivera added that it was an opportunity at the Committees to discuss and ask questions.

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

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

Against: None

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

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

Mayor Webber noted Mr. Blair was present at the meeting and provided an introduction. He pointed out the option to go into executive session regarding his appointment, it can be done if anyone wants to make that motion. For context, in the past such as with current City Manager, the Governing Body had a contract proposed and discussed that in executive session.

But for Mr. Blair, it is an at-will employment agreement because Mr. Blair was not interested in special considerations of a contract.

However, the Governing Body can still go into executive session to discuss it further.

He clarified that under our City Charter, the Mayor has opportunity to name the City Clerk, City Manager and City Attorney and ask the Governing Body for their consent. So, he asked the Governing Body for their consent for John Blair as City Manager.

Mayor Webber said he has known Mr. Blair for years. Some of you knew him when he was a young student here. He grew up here and has a record of great service. He sat with each Councilor to discuss the job and the capabilities he brings to the task. It is very challenging, and I was glad he was available to take on this work. A City Manager is on-call all the time and works with each member of Governing Body and that work figures into the overall work of our community.

He invited Mr. Blair to make a few statements about himself.

Mr. Blair said he was grateful for the opportunity to sit with each Councilor and to meet with Division Directors regarding what has worked and what has not worked.

He said he was born in Albuquerque and grew up in Santa Fe. He attended school at Chaparral, DeVargas, and Santa Fe High. In school he was a member of the band. He was the bugler at Santa Fe Downs. He went away to college and then graduated UNM Law School and spent eight years at the Capitol and working for Martin Heinrich. Most recently, he was the Deputy Superintendent at the Department of Regulation and Licensing.

While he has not served as a City Manager, he had relevant experience for it. He spoke about his work in many different public arenas.

He said, “I recognize the job as CAO for the City government, serving the Mayor and working with City Council. Overarching for me is how we work together to hold on to what we love about Santa Fe - a history and culture with diversity - and how to make it a fully functioning 21st century city.”

MOTION: Councilor Lindell moved, seconded by Councilor Chavez, to approve the appointment of John Blair as City Manager.

Discussion on the Motion:

Councilor Rivera said they did meet one-on-one. He asked about participation in City budget and what experience he has had in budgeting.

Mr. Blair reviewed his experience with budgeting in State Government.

Councilor Rivera asked about the largest budget he worked with.

Mr. Blair said it was with Permits but didn’t remember the size.

Councilor Rivera asked about any work with local governments.

Mr. Blair said he had nothing direct but did with communications. There is opportunity here to go forward in communicating with those hard to reach. A common thread has been interpersonal, intergovernmental communications.

Councilor Rivera asked about any experience or work in auditing.

Mr. Blair gave some details re auditing and was aware of the discussion on the City's audit. For him, submitting it on time was very important. Assuming the Governing Body consents, he would begin a direct process on getting the audit turned in. Discussion is already in place for an audit report at every Governing Body meeting. He would work at pulling all the pieces together. And, as City Manager, he would not proclaim from an ivory tower but roll up his sleeves.

He referenced his work at the Secretary of State's Office where they all spent an hour per day getting caught up on business licenses.

Councilor Rivera noted that one benefit of a contract was about ways to get increases and that was supported with an evaluation. He asked how any increases would take place and if they would need to be approved by the Governing Body.

Ms. McSherry said the technical answer is that it is submitted in the budget.

Councilor Rivera asked if it was without any oversight by anyone.

Ms. McSherry said it is an employer-employee oversight. Salaries are set without any formula or contract.

Councilor Rivera asked what the portal was to see every salary.

Ms. McSherry didn't have it at the tip of her tongue.

Councilor Rivera asked the Mayor about starting salary.

Mayor Webber first applauded Mr. Blair for just agreeing to take all questions in public.

He said the salary they agreed on was public information and it was $172,500. When Manager LaPan Hill came, it was $170,000 which was Erik's ending salary. During her time, she got raises to $175,000. In the chart comparing with other city/ county managers, it was placing him in the middle of the pack. Some salaries are lower than that and some are more. That is about a median amount. It is a fairly reasonable market. This is a little lower than the present City Manager's salary.

Councilor L Garcia thanked Mr. Blair for being here. He asked what Mr. Blair's vision was in the hot issues in the City regarding public safety and where he stood on the water issue.

Mr. Blair commented that, to some extent, the Governing Body needs to tell him where we are going. The real necessity is to work with HR to ensure

we have a full police force. There is also the capital project with a new fire station. Those would be at the top of his list. “Water underlies everything we do here in the City. We are closer to being climate refugees. I remember as a child that it seemed to snow every week. So how do we tackle the issues in a growing city. We need to be thoughtful and deliberate in providing more housing and preserving our water.”

Councilor L Garcia was more interested in managerial duty. He thought Mr. Blair may have to make hard decisions. “The citizens here want a City Manager who is able to make the hard decisions. You understand the policy and will bring forth new policy, but I’m more interested in how to manage the City, e.g., when something is not right in a Division.”

Mr. Blair said he has hired many employees and fired many employees. “My approach is direct communication and there are people who report directly to me. And I might ask if there are needs for more training, etc. I have to notify employees. We are in the middle of transition on how the City government works.” He said the fundamental core in transition is that staff are expected to be at work on time, work hard and be honest and truthful. If not, he would fire people.

Councilor Cassutt asked what his approach was for making informed decisions. She pointed out that Santa Fe is a very complex system and no one person could be an expert in all areas. “How will you make sure you get the information you need to make decisions?”

Mr. Blair agreed he didn’t know everything. But he was comfortable saying that and didn’t want someone to just nod as we go along. He wouldn’t waste other people’s time. If it is an unknown area, he would reach out to one who is knowledgeable. People sometimes hoard information to get more power, but he didn’t believe in that. “I’m an over communicator. There is more strength if we all know. Information sharing needs time carved out to have all who impact the decision participate. If we decide on incomplete information, we need to stand up and say we based it on wrong information.”

Councilor Cassutt appreciated his answer. It takes confidence and bravery to admit we don’t know everything. How we maximize information sharing both internally and to other staff and the Governing Body and how we effectively communicate with the general public. How do we do that?

Mr. Blair said he didn’t want to be disrespectful for things being done but would expand the way we communicate with the public. He added that he was “just sticking my toe into the interoffice communications.” He was a big user of BCC and CC in his emails.

Councilor Cassutt asked him about communication from City Manager down the line to City Staff.

Mr. Blair said he wanted to meet everyone. “We are a team. Everyone on the team needs to be part of it. I hope to have regular meetings with staff at every level. I would spend a day in the field. If people don’t buy in to the team approach, complaints will come in. But I need to work with the whole team.”

Councilor Cassutt said he was coming in at the middle of the reorganization transition and she was curious how he saw that.

Mr. Blair said he was not able yet to focus on that to see how it works. But he was open to any conversations on how to make City government work better.

Councilor M Garcia said the audit was the most pressing issue we are facing today. It was music to his ears that he was willing to keep that in his focus. He agreed we are a team and cannot win if we are not working hand-in-hand. There has not been effective communication from City Manager in the past. Most often it came as a press release. It is not a one size fits all. He asked how much Mr. Blair would involve the Governing Body in the audit process.

Mr. Blair didn’t have a pat answer on how to do that. He would want to sit down and talk about that on where we are headed. He said he was not trying to avoid an answer but didn’t have enough information to respond better. He was “open to whatever ideas you have. And I’d love to talk about it more.”

Councilor M Garcia added that we’ve got the Open Meetings Act policy to work with. We all want success for the City – all City employees who live in the City. There should not be a mentality of executive against the rest. We should all have critical information in a timely manner. It caught us off guard when we were alerted by press release.

“I know you are not accepting a contract. And you accepted being given raises after performance is done. How open are you to performance evaluation either formal or informal? We as employees are all learning. You will have your nose in books and meeting with many people and I want to help you be successful as City Manager. What avenues are you open to for feedback from us, employees, or the community?

Mr. Blair was open to that conversation. “In Heinrich’s office we had such feedback. It was a useful exercise because some of it was a surprise to

me. It reaffirmed how I was being perceived. A citywide survey would make me uncomfortable, and I am not sure how well it would work."

Councilor M Garcia noted there was a certification process in the last contract.

Ms. McSherry clarified that it was not a requirement of the contract.

Councilor M Garcia asked if he was open to getting such a certification.

Mr. Blair said he was happy to look into it. He would need to determine what effort was involved and if it was necessary in running the City. He added that he still has his attorney license.

Councilor M Garcia thanked him for his responses. "If appointed tonight, I wish you the best. We want to help each other so reach out, as necessary."

Mayor Webber clarified that the certification requires a certain time of experience before going after it. And the City Manager can take advantage of ICMA without being certified.

Councilor Villarreal thanked Mr. Blair for candidness. Her questions were previously answered. And some were answered one-on-one. She has known Mr. Blair way before we got into politics. She had a lot of faith in Mr. Blair, and he has his work cut out for him. She said, "We do have and need to deal with internal strife to have more efficiencies and accomplishments. Not knowing things until the last minute is not helpful and we need someone who is willing to admit when they are wrong. She had asked him to meet with staff at all levels. The direct experience in working with the City working on the ground is crucial. He knows I will let him know when things are not going well and will also praise him for work well done. Transparency and fairness of this doesn't work with notification by press release. It doesn't work for me. We should be able to find out those things before the public does."

"It is prudent for the Charter Commission to look at the structure of our government. When we moved to full-time Mayor, that should have been done for a level playing field. City Managers work directly for the Council. We don't have the full picture on looking at governance in a better way. I am looking forward to that. Good luck to Mr. Blair. You have a lot of the skills we need to accomplish the work."

Councilor Lindell asked him if anyone had told him that being the City Manager of Santa Fe is probably the hardest job of all.

Mr. Blair said it was not in those exact terms. But some people grimace when I tell them about it.

Councilor Lindell thanked him for being candid. “It is probably the most interesting job interview I’ve been involved with. You must have a great relationship with your partner and your life with your partner is about to change. It is a very hard job and I encourage all of Santa Fe to assist you in it. I know you’ve already started on all of your homework. For myself, I stand read to be as helpful as I can in the transition. Let’s get to work. There is a lot to be done.”

Councilor Romero-Wirth encouraged him to get into the field. “That is an excellent idea. That is something I would want to do because of information and relationship building. I admire your enthusiasm and energy. There are places where we have definite room for improvement. You will find you are constrained by law, by time, by sheer numbers of things. You will learn that on the job and that is good. But it is important that you are willing to take a fresh look at things.”

“You’re not asking for a contract. A contract usually protects an employee so you are showing much trust that you will be treated fairly as an employee. In light of being a normal city employee, your increases will be subject to the raises we give to city employees or is it otherwise”?

Ms. McSherry said it is what is specified in the City budget. It could be across the board including City Manager but need not be. But a particular employee cannot be excluded from an increase. The mayor could request the increase. Any exempt employee’s increase can be negotiated.

Councilor Romero-Wirth said, “Our appropriation power is important in checks and balances.”

Councilor Romero-Wirth noted he had served as Deputy many times and those people set policy for a department and worry about the internal stuff. You have had a couple of those. Was that your experience when as a Deputy?

Mr. Blair absolutely agreed. He used Regulation and Licensing as an example to share how that was true. “That is almost intuitive to me. You’ve got to have everyone in the room for those big decisions. As City Manager, I would need to ensure that happens.”

Councilor Romero-Wirth thanked him for that answer. “I personally believe a law degree is a good base for many jobs. I went to law school. If you look in government, law degrees are very prevalent. It is a credential that will serve you well. I wish you luck and look forward to working with you. I will

be working with you on the water issue. And as Finance Chair on the audit and upcoming budget.

"On governance structure, I agree when we have the Charter Review Commission that more work needs to be done there. There is more change that can happen and more support for the Council. The three key appointments were the vision with a full-time Mayor to provide the leadership needed and appoint the team to do that. We've all gotten lots of emails. And that is what I think of this. Thanks for being here and answering our questions. I hope it has been illuminating for all."

Councilor Rivera asked him about the union, which is strong here, and whether he has had any experience with unions.

Mr. Blair said most of it has been in political campaigns. He has tremendous respect for unions and the work they do. They have been the backbone of our country. He has a meeting next week with union leadership.

Councilor Rivera suggested he schedule regular meetings with union leadership down the road. And as you visit with other departments, to make sure you get a vest when you ride with the Police Department.

Councilor L Garcia said he was going to ask that question too. Have you had any contact with the three unions?

Mr. Blair said he has not because he didn't have a job yet. He was planning to reach out to them tomorrow.

Councilor L Garcia was that as very important because most of our employees are union members. Thank you.

Mayor Webber agreed this has been fruitful and extraordinary. It has been very useful for us. He was grateful for all the questions and Mr. Blair's candid open responses.

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

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

Against: Council L Garcia.

Councilor L Garcia briefly explained his no vote. He said, "Basically I needed more contrast between candidates and to give the Council more

time for this top position of the City. I definitely will support you as best I can and predict a good relationship."

Mayor Webber congratulated Manager Blair on his appointment. He was grateful to Manager Blair for stepping in. "The continuity is fantastic, and teamwork is the right spirit. I'm proud to have you as my City Manager."

Manager Blair thanked the Governing Body for the vote and will start tomorrow. I look forward to work. This is my last night for freedom. And I plan to celebrate it.

Ms. Bustos-Mihelcic announced some technical challenges with this meeting and for issues still to come up on the agenda.

Ms. Bustos-Mihelcic explained an update to the link for the meeting was correct but there were issues on Zoom and the link does require additional manipulation. Her team is working through it now. She explained that the Zoom link is correct, and people can use Zoom. The phone numbers also do work.

Councilor M Garcia asked if this glitch compromises the OMA.

Ms. McSherry said it doesn't. Communication both ways still work, although it requires more work than usual to participate. Everyone can access the meeting. The URL is correct and the right phone number works.

Councilor M Garcia was concerned when people cannot get through, that they could not hear this alert and email address.

Ms. McSherry pointed out that Public Comment is above and beyond OMA requirements.

Councilor M Garcia said his concern was with the Public Hearings.

Ms. McSherry suggested, if we experience fewer present for the hearings, the Governing Body can postpone it. If neither did work, she would have recommended postponing, but we are fulfilling our obligations.

12. MATTERS FROM THE CITY MANAGER

Manager LaPan Hill thanked the City for providing the best services to its constituents. She read a long statement of farewell to the Governing Body for how much she had appreciated the opportunity to serve as City Manager and the relationships she had enjoyed. She explained that she was not moving away. "If you see me around town, please say hello."

13. **MATTERS FROM THE CITY ATTORNEY**

Ms. Bustos-Mihelcic read the caption.

Ms. McSherry thanked Jarel. “It has been great working with you, and I hope to see you around town. I am happy for you.”

She welcomed City Manager John Blair and was looking forward to working with him.

She announced that the Charter Commission will meet sometime soon. For our next meeting, we will do a litigation update. Any Councilor can get an individual meeting for background in advance and should just let her know if anyone wants to meet.

She did not recommend an executive session.

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)

The Governing Body decided not to go into executive session.

14. **MATTERS FROM THE CITY CLERK**

Ms. Bustos-Mihelcic also thanked Jarel for her work as City Manager and gave her welcome to Manager Blair.

She thanked all who attended the inauguration ceremony at the Convention Center at the New Year.

The request went out today regarding the Redistricting Commissioners’ invitation.

She will send out an update on orientation training very soon. Tuesday, January 25, appears to be the date.

Regarding salaries, her Office began posting contracts for about a year now.

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation for January 12, 2022.

Councilor L Garcia said he was happy being here with everyone. He was ready to go to work to come up with the best for our City.

Councilor Villarreal welcomed her new colleagues, Councilor Chavez, and Councilor L Garcia. She hoped soon we could have a meeting in person. She thanked Jarel LaPan Hill for all her work and service to the City and how she handled the pandemic with grace. Thanks for navigating us back.

She was interested to see how the Charter Commission and Redistricting Commission will work together and asked for more information from the City Attorney's Office.

She asked for the new training dates to get them on her calendar, noting that the dates had apparently changed.

Councilor Chavez was happy to be at the first regular Governing Body meeting and was happy to hear transparency being mentioned as a priority in making Santa Fe as wonderful as it can be. She wished Jarel LaPan Hill the best of luck and was sorry she didn't get to work with her. Hey conversation with Manager Blair was amazing. She recalled the discussion on ethics, etc. and wished him the best of luck. She asked to be a Cosponsor of Councilor Rivera's introduction.

Councilor M Garcia gave congratulations to Jarel LaPan Hill for all she did for our City and wished her good luck on what comes next. "Take good time for your family."

He welcomed Councilor Chavez and Councilor L Garcia to the Governing Body.

He introduced a Resolution amending Resolution No. 2020-14 to change the location of banners commemorating "Hometown Heroes" along the Cerrillos Road Corridor Between I-15 and Rodeo Road to between I-25 and the intersection of St. Michael's Drive and Osage Avenue.

He wanted an update on the audit. He heard at Finance that the Governing Body would get it tonight. He heard the letter from the State Auditor on the deadline. We must respond to the Auditor by January 20 and asked when we will get together on that response.

He attended the tree ceremony for the old Cottonwood and thanks to Director McDonald for moving forward with the tough decision. We will be getting new trees there. An arborist will be sharing that wood for crafts and gave the email address for getting wood. Welcome to Manager Blair.

Councilor Rivera introduced 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. This is the earliest we've ever had to do this. He wanted to sign on to Councilor M Garcia's resolution.

He welcomed Councilor Chavez and Councilor L Garcia to City Council. He also thanked Jarel LaPan Hill for her years of service to the City. "It has been great working with her."

He congratulated Mario for being in the strongest firefighter in the Columbus Ohio benefit. He has been in the City Fire Department for 15 years and has won other powerlifting competitions. He hoped Mario will do great and come back with a great story in representing our City there.

Councilor Cassutt also thanked Jarel LaPan Hill for her service and support through COVID and helping us through this crazy time.

She welcomed Councilor Chavez and Councilor L Garcia and looking forward working with them. Councilor Chavez is with me in District 4 and Councilor L Garcia and I were classmates in High School.

She introduced 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. She also signed on with Councilor M Garcia's and Councilor Rivera's resolutions. She also thanked Jesse Guillen for the recognition.

Councilor Lindell thanked Jarel LaPan Hill. She could now check the box for the hardest job in Santa Fe and she did it during the bad times.

She welcomed the two new Council members and pledged to be always available to be helpful. She dittoed the remarks regarding Captain Mario and recalled she and Mayor Webber went to such an event in Albuquerque, and it was a tremendous honor for him. "Please continue to wear your N 95 or KN 95 mask. COVID is rampant here. We need to stay well."

Councilor Romero-Wirth welcomed our new Councilors. "I look forward to collaborating with you as we move forward. I remember distinctly the day Jarel came on board. Little did you know that six weeks later you would be in incredibly challenging times. Thanks for your perseverance. We are getting through it and your role was really important. Enjoy taking time off."

She was thankful to Councilor M Garcia for the tree ceremony and thanks to Director McDonald on the reasons it needed to come down. She was excited the

new trees were made possible by TreeSmart to help us plant strategic trees across the City. That is really important work.

Mayor Webber introduced a Resolution establishing additional legislative funding priorities based on the potential availability of additional funding. The additional funding grew out of our legislative breakfast. He thanked those who helped with it. And he looked forward for a positive outcome in the new session as they build budget and capital outlay that will benefit Santa Fe.

He seconded Councilor Lindell on COVID. “Look the problem in the eye. It was not as severe if you are vaccinated and boostered. When you have both, you will be less severely affected. It is time to up our game for protection. I’m proud of the examples set by City Staff. We are in for very rough water in next few weeks. It will take great patience and empathy for us to take care of each other.”

He announced that on Monday, 20 new employees were hired. Half were a result of the fast-hiring event at GCCC. We want to welcome those new employees and let them know how important they are to our City. He welcomed our two new Council members and congratulations to our departing City Manager. “Ernest Hemingway wrote that courage is grace under pressure. You have shown that courage under most trying of times, and it was my honor to have you as City Manager. You are a Great Leader.

At 7:40, Mayor Webber proposed a ten-minute break.

EVENING SESSION – 7:54 P.M.

The Governing Body reconvened at 7:54

16. **ROLL CALL**

Members Present
Mayor Alan Webber
Councilor Jamie Cassutt
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor Renee D. Villarreal

17. **PETITIONS FROM THE FLOOR**

Mayor Webber gave two minutes each.

Bob White was very impressed with the presentation of the new City Manager, but we will never know how he might have stacked up against other candidates, which for a City of 90,000 is a problem. It would be nice to know we have the best candidate out there. The it happened right after the election was bothersome for him. He thought the Councilors should have to explain to their constituents why they supported no national search.

Cynthia said she enjoyed the City Manager presentation and thanked the City Clerk for the work-around tonight to use her phone. Thanks very much. She said every time she goes to the City website, it is very difficult to find what is new or find the subject she wanted. She was constantly calling people to help her be able to navigate the website. She wondered if there could be a streamlined website so people could find needed information on all levels. She appreciated the Councilors' work and didn't envy them for anything.

Stefanie Beninato said she was lost with a problem getting in. She was happy to hear you hired a manager. She thought a lot more openings needed to be filled. On CHART, she wondered if she had understood the City would make some recommendations online. But it has become different. Who makes the decisions? Isn't it just political if it doesn't address that? She was unhappy that GCCC isn't open much because somebody did not show up and the supervisor left for paternity leave and the City was not prepared for that and GCCC got the short stick. A whole segment of people was left out and it was not fair. She understood there are shortages of people, but GCCC just had poor management. They need a good manager for people who are hired to do the work. Hiring students for Saturday work got those who swim from 7-9…

There were no other petitions.

18. **APPOINTMENTS**

There were no appointments.

19. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION NO. 2021-04. (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

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

Staff Presentation

Mr. Guillen presented this matter to the Governing Body and shared his screen.

Mr. Guillen said this resolution was to clarify certain processes for the Governing Body and allow the public to participate more in the discussions of the Governing Body. He noted it was the topic of a study session on November 17, 2021. He said the content of what was on the consent calendar should be the discussion calendar and allow the public to weigh in.

He said there has been discussion on a possible red line of the document and reformatting of the document as a whole. There is a document in the packet with an overview of the changes. It has a section on definitions, order of business, recusals, a linear committee process, study sessions, official meeting sites, expanded and clarified main motions, subsidiary motions, increasing to 2/3 for votes to amend rules. Minutes would go on the consent agenda. Petitions will still be scheduled for 7:00 pm. The agenda will combine the afternoon and evening sessions into one session. An additional public comment section is added earlier in the meeting. Introduction of legislation was changed to its own section and requires full drafting of the legislation to be introduced and be approved by at least one committee. Notices of public hearings will be triggered automatically when approved by one committee. There will be a set order of committee reviews. If approved by all committees it was assigned to, the resolution goes on the consent calendar. A unanimous committee denial would stop the process from going forward. He listed possible motions allowed at committee meetings.

Mayor Webber thanked him for the presentation.

Public Comments

Joanie Ahrens, District 1, said she could not find the resolution and spent ten minutes trying to find it on PrimeGov. She asked Mr. Guillen to email the current version of the resolution, but the link he sent did not work. She knew a lot of work was done on the rules, but she requested it be pulled from the agenda. She saw a light blue rectangle on Prime Gov but could not find the actual language. There was no redline version for public review, nor was it presented orally during the public hearing. It appears this was a lack of transparency with this proposed resolution. The City needs to increase the transparency by using its electronic tools to ensure everyone is on the same page, such as using redline strikeouts.

Diane, District 2, said she downloaded the text and was confused where things were. On the special rules for quasi-judicial proceedings, she found it a real impediment that constituents cannot talk with our Councilors about things and therefore, they don't have the information we might be able to give them. She said she goes to different sources to find information. She asked how we could get rid of that.

The other comment was not being able to see the time [clock] for another speaker. She would like to cede her time to someone who knows more. But we cannot do that. Thank you.

Stefanie Beninato said she was confused by what was just presented in the procedural changes from what she saw on the web page. She was happy with adding the first public comment period but didn't know where that happens in the process. She said she submitted her comments in writing. She felt the first public comment was pretty important and giving the public more chance to participate was needed. She thought perhaps that added chance has to do with legislation. On the special meeting section, on page 8, amendments cannot be seen by the public. On page 9, it talks about someone coming to be a sergeant at arms. It is permissive and she wondered if that was the best security for the Council.

Regarding calling an immediate executive session (referring to page 15), she didn't understand how anyone would be prepared to be able to talk about that item if it was on the table and someone suggested having an executive session on it. She was for more transparency on something being introduced. And with only 72 hours' notice was a big concern for her. "We need more transparency, not less."

Rick Martinez was worried about the public hearings being reduced from three minutes to two minutes. Having only two minutes appears to be a waste of Councilors' time, if the Governing Body doesn't care about what people have to say in that extra minute. Also, He would like for the

speaker's face to be seen so that the viewers could see who was talking to the Governing Body. "The technology is here to use. The City should figure out how to put us in a box."

There were no other public comments.

Sponsors' Statements

Councilor Cassutt said Mr. Guillen covered a lot of it in his presentation. She asked Ms. McSherry to speak to the quasi-judicial part.

Ms. McSherry said she would be happy to do that.

Councilor Cassutt said she and Councilor Romero-Wirth were trying to balance efficiency with a lot of details and felt it should be worked out at the Committee level. Things are proposed and we can refer back to Staff, if needed. But redrafting at the Governing Body meeting was not good use of time. With the earlier public comment time, the Governing Body can consider changes from those comments while at the meeting.

She was also excited to have it fully drafted when the introduction was made. She was ready for questions and turned to Councilor Romero-Wirth.

Councilor Romero-Wirth acknowledged Councilor Abeyta, who worked with them on these proposed changes. He had worked on them for a couple of years and knew good governance and how to improve our processes with a more coherent structure that can be seen and understood by the public, with opportunity to comment when being able to address those problems. So, a public comment section was put in ahead of the consideration and a bill cannot be introduced until it was fully drafted so we know what it was about. And amendments follow the bill to the next committee so it can be fully crafted with amendments at the committee level before arriving at the Governing Body packet. It was part of good governance work identified when we had Jennifer Faubion present.

We had standing meetings for quite a few weeks (to work on the resolution) and Jennifer Faubion helped us see how other local governments do their work for best practices. Much thought and work went into this and there were quite a few amendments. She looked forward to considering them.

Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the Resolution for procedural rules.

Discussion on the Motion:

Mayor Webber said that sets us up to consider the amendments and there are pages and pages of them. They each deserve considerations. We should move quickly in taking them up.

Ms. McSherry wanted to respond on the quasi-judicial section. She noted the specific terminology in the proposed rules for quasi-judicial were in the new rules at the bottom of page 16. The special rules deal with disclosures/recusals, etc. The new rules add the reference to appeals as a cross reference. The Council may want to look at those as well. She explained that having quasi-judicial roles in land use cases was a protection for the landowner. She pointed out that choosing to have the hearing as quasi-judicial is a decision for the Governing Body. She added that she could talk for a couple of hours on the quasi-judicial process but that was not on this agenda but a potential discussion for the future.

Mayor Webber asked for amendments in their order in the packet. The first was on page five.

Councilor M Garcia said his first amendment was on page 5 Section 4 – a 5, second line strike up and insert thereof - the reasoning it to have it 72 hours prior – sometimes creates burdensome load on Staff. With the amendment, he wanted to cosponsor but not without.

MOTION: Councilor M Garcia moved, seconded by Councilor Villarreal, to amend the Resolution on page 5, Section 4, second line, to strike "up" and insert "in lieu thereof final votes for adoption. It is recommended that co-sponsorship be provided to Staff."

Councilor M Garcia said the reasoning was to eliminate the proposal you have to sign on to the legislation 72 hours prior. He understood the justification given during the community process that is sometimes creates burdensome work on City Staff and that is where we (Councilor Villarreal and he) provided the language that it is recommended you provide your sponsorship 72 hours prior. But there will be instances where dependence on what the final language looks like. He said he wanted to cosponsor the Resolution - these proposed rules if it was adopted with this amendment but not without the amendment. He felt the opportunity for so-sponsoring should be available all the way up to adoption.

Mayor Webber asked him to read the langue as if the amendment were adopted.

Councilor M Garcia said, "Governing Body members may add themselves as cosponsors of legislation until the final vote for adoption. It is recommended that so-sponsorship notification be provided to Staff 72 hours prior to the meeting when relevant legislation is scheduled for adoption."

Mayor Webber recognized Councilor Cassutt.

Councilor Romero-Wirth raised a point of order to allow Councilor Villarreal, as cosponsor, to speak next.

Mayor Webber agreed.

Councilor Villarreal thought the Council knew this was a sticking point for her. Yes, we all try to let Staff know 72 hours prior to the meeting. But up to the final vote by the Governing Body we want to participate as cosponsors. Sometimes we need that flexibility.

Councilor Cassutt asked Mr. Guillen to speak to that. From her perspective, she thought when a person sponsors a bill, you are committing to moving it through the process. Not everyone can jump on at the crafting. But a lot of work goes on when moving the bill forward. Some amendments actually mitigate the process. And by the time it gets to the Governing Body all of us have a better idea how it looks and what amendments are going to change it. And there was still opportunity for councilors who believe in the spirit of the bill and the overall purpose and want to help structure it in the committee process with the option given to them to hold the bill for one meeting so that those amendments can be thought about and crafted and passed at that committee level before it passes on to the next. It does give individuals the opportunity to be a part of the massaging of the bill. For her, that was an important piece if you are going to get the credit for sponsorship to be part of the process.

Councilor Romero-Wirth added that for people listening without the bill in front of them, what we are saying that if you want to cosponsor a bill, as it is currently written, you will have to let Staff know you wanted to cosponsor 72 hours before the Governing Body meeting where the bill was on for final passage. She echoed Councilor Cassutt's words – that there was a difference between supporting a bill by voting for it and sponsoring a bill by working to shape it. You don't have to wait until you see the final version to know that you generally support it.

Her best example was the bill last year where the Governing Body raised hourly rates for City employees to $15/hour. We all knew the Governing Body wanted it to happen. But there were problems, and we all had to work on it up to the last minute. She would like to leave this as it was and would ask Mr. Guillen to speak about why, if we don't let Staff know in advance of final passage that the Counselor will not get credit for sponsorship because it is not listed in the packet that way.

Mr. Guillen agreed. If someone wants to be added as a cosponsor when it is voted on, everything has already been published and that cosponsor would not show up on it.

Councilor Romero-Wirth said she does not support his amendment. Thanks.

Councilor M Garcia said Mr. Guillen's comments raised an interesting issue for him. In the past, amendments were proposed in the meeting that were not part of the packet that ultimately got adopted and then were lost. So, what Mr. Guillen is saying is that those amendments not ultimately part of the packet and were not included. He was concerned what happens then.

Mr. Guillen explained he was differentiating between sponsorship and amendments. Amendments affect the final outcome, but sponsorships do not. And all of those amendments included and are posted on the City website. But those are different processes.

Councilor Romero-Wirth said she was not talking about amendments. If you are sponsor of the amendment, it gets incorporated. If you sign on to a resolution and you, do it tonight, would it be reflected when someone went back to look at it?

Mr. Guillen said the request to be added as cosponsor would not show up on the agenda but would show up on the final adoption. With bills, once bills become ordinances, no sponsors are shown when it becomes law.

Councilor M Garcia understood that sponsors are listed on the website. He was hearing inconsistencies here. He searched for the STR one to see what the final product looked like and whether it showed sponsors. He thought an opportunity should be provided for the Council to shape the bill all the way up to adoption. The record should show the final sponsors.

Councilor Lindell did not feel particularly specific about this but heard the word "shaping the bill." She was respectful of that. If someone wants to be cosponsor at the vote, that was not shaping a bill. What are you doing at that time? For her, it was more philosophical. What is the purpose of co-sponsorship? What are you doing when you cosponsor a bill? Is it to get your name on the bill? Or get your name on the resolution? Or is it that you sign on early so you can help craft a bill? Otherwise, your vote shares your support.

Councilor Romero-Wirth clarified, if Councilors are working together to shape legislation, it can be no more than four Counselors trying to come up with a draft. There were four original sponsors of the STR legislation. It still must go through the process. For amendments to be made as it moves

through the process, Councilors should be able to sign on as cosponsors after introduction. Other Councilors can sign on as cosponsors if they just do it 72 hours ahead.

Councilor Villarreal agreed the 72 hours prior was important. In committees, when we said we want to be cosponsors, it sometimes gets lost. So, there are times when a few of us have said we wanted to cosponsor, and it isn't tracked and at the vote we have to repeat it again. She will strive to let staff know at 72 hours ahead.

Mayor Webber's question was about who gets credit for legislation. Presumably, when we add ourselves as cosponsor, it was something we wanted credit for. We want to be associated with it. If that was what was at stake, what is truth in advertising? if we wait until it passes and then ask to be listed as cosponsor, was that to tell one's constituents what you did? If you were willing to take credit, why not take the blame for it in its shaping, if you want to be honest with the voters? If you believe in it, why not take the credit or the blame for it?

Councilor Romero-Wirth thanked him for those words. By making our process linear and amendments attach as they move through, you would have a better understanding of the bill. We have 22 pages to work through tonight. Under the new rules, one would know ahead of time if they wanted to be a sponsor.

Councilor Chavez acknowledged she has a lot to learn and just wanted to ask questions. "I want to collaborate and claim what the bill involves. To support something was how I would vote." She said she wanted to know how to understand co-sponsorship. That would help us in decision-making.

Councilor Cassutt said the crux around the amendment was what should happen. Another one as an example of what matters would be CHART. All Councilors signed on to it, but it has been with many problems of amendments. We all believed in the philosophy and were willing to work behind it for what we truly believed in. There have been amendments that did not pass, and then the amender did not vote for the bill. You can also pull yourself off as a sponsor. That's always a possibility. You have that option.

Vote on the First Amendment

VOTE: **The motion to amend the Resolution failed (4-5) on the following Roll Call vote:**

For: Councilor L. Garcia, Councilor M. Garcia, Councilor Rivera, and Councilor Villarreal.

Against: Councilor Cassutt, Councilor Chavez, Councilor Lindell, Councilor Romero-Wirth, and Mayor Webber.

Second Amendment

The next amendment was on page 7 at the top or the page, proposed by Councilor M Garcia and Councilor Villarreal.

MOTION: **Councilor M Garcia moved, seconded by Councilor Villarreal, to approve amendment #2 to the Resolution on page 7, Section 4 c, first line, strike "but non unanimous" and the second part is item 3 on page 7 4c 4c, strike the second paragraph in its entirety.**

Councilor M Garcia said the amended language would read, "Deny, with the majority voting denial of legislation moved to the subsequently scheduled committee or Governing Body."

He said the intention of the amendment was that we speak so frequently of getting work done in the committee. What this ultimately does is it denies work to be done in committee. It is going to be a process that could ultimately lead to more staff time and more work by staff. When a committee denies proposed legislation, it should afford the sponsor and opportunity to potentially adjust or pivot their legislation accordingly so that when it hits the next committee, make the necessary changes, and potentially pass that committee instead of having to start from square one again. We should not be killing legislation and the committee process. We should be working on legislation in the committee process. That was why we ultimately proposed this amendment.

Councilor Villarreal said the whole intention was to have ability to work on legislation based on committee input. If there is a motion to deny, typically it would go on to the next committee to be able to have consideration. At that time, the sponsor could still make adjustments. The new language in the packet was if denied, it would stop the legislation from further consideration. That is why she supports this change.

Mayor Webber, to clarify, if the vote is to deny but the vote was not unanimous, it moves forward. Is that correct?

Councilor Cassutt agreed it was correct. If it was not a unanimous denial by all five members of the committee when it still goes to its next stop So, there was a difference between the 4-1 vote of denial to move on' a unanimous 5

to 0 vote to deny with all members voting no and no members abstaining, would stop it from moving forward.

Mayor Webber used some examples to clarify the amendment for himself.

Councilor Romero-Wirth thanked Mayor Webber for clarifying the amendment. To clarify our intent with this, If a committee has all five councilors present, and all five councilors vote against a bill, it cannot move on to the next committee. That is what we are saying should happen. The thinking was that if there are five votes against a bill at the committee level, why would remove it on to the Governing Body when we know those five votes against would deny it in the Governing Body meeting. So, the sponsor would pull it back and work on it for the support it needed. This does shorten meeting times.

Councilor Cassutt commented that this was about focusing on good policy and not politics. Five members are a majority of the Governing Body. So, the sponsor would know they need to pull it back. The Committee does have some options.

The Committee can hold it and work on it. One person can abstain, and it will move forward to the next Committee. Although why forward it if you can't work on it?

Councilor M Garcia recalled a time when there was something you didn't agree with it and voted against it and the sponsor made changes and at the next committee meeting you voted for it. It could still lead to good policy. We should not kill that legislation. We are here to get the work done, not kill legislation.

Councilor Rivera asked Councilor Cassutt about one person abstaining that allowed it to move forward. He pointed out the definition on abstaining on page 21 and read that abstaining was counted with the majority.

Councilor Cassutt noted there was no Governing Body rule for that, so it defaulted to Roberts Rules of Order.

Ms. McSherry said the definition would take precedence. Using committee voting rules where it says a unanimous no vote would prevent it moving forward.

Mayor Webber understood the rule here was that an abstention was counted solely as an abstention.

Ms. McSherry said it would just not be a unanimous no vote.

Councilor Rivera accepted that.

Councilor Lindell couldn't remember a unanimous no vote in committee and she has been here more than seven years. If a legislation gets a 5-0 no vote the bill needs to be pulled and reworked and brought back. She didn't see shoving it forward with five votes against it.

Councilor Cassutt pointed out that it doesn't mean the concept cannot come back and be worked on. We've tried to get away from Robert's Rules of Order.

Councilor Villarreal agreed. It was helpful to say that. The way you describe it, it could kill a bill – that explanation helps me understand that it would not kill a bill completely. I wouldn't support this now.

The Governing Body briefly clarified further what reworking the bill might mean.

Ms. McSherry agreed that a substitute would accomplish not starting over completely.

Councilor M Garcia withdrew the motion and Councilor Villarreal withdrew her second.

Ms. McSherry suggested the Governing Body could lay the amendment on the table for purpose of changing the order.

MOTION: **Councilor Lindell moved, seconded by Councilor Villarreal, to lay Proposed Amendment Two on the table.**

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

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

Against: None

At 10:00 p.m., Mayor Webber invited a decision on the remainder of the agenda. He asked Councilor Rivera for his opinion.

Councilor Rivera felt it could take us to 2 a.m. He wondered if there were timing issues on it. He favored postponing, especially with the Zoom problems tonight.

MOTION: **Councilor Lindell moved, seconded by Councilor Rivera, to amend the agenda and postpone items 19 b and 19 c to a date certain of the next Governing Body meeting on January 26, 2022.**

Discussion on the Motion:

Councilor Rivera asked if these could be first item on the public hearings.

Ms. McSherry said that was appropriate. They are not supposed to go first under the new procedural rules but could be designated to be heard earlier on the agenda.

Mr. Guillen agreed that would work.

Councilor Cassutt asked what negative impact would happen by postponing these items. She wondered if the applicants would be negatively impacted.

The City Staff saw no problem with it. Director Kluck said he spoke with Ms. Jenkins who told him postponing would be no problem.

Jennifer Jenkins said, given the late hour and work still to be done, the applicants were fine with moving to the 26th and she appreciated being asked.

Mayor Webber thanked her for her understanding and apologized.

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

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

Against: None

MOTION: **Councilor Cassutt moved, seconded by Councilor Lindell, to removed Item 19 a from the table.**

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

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

Against: None

Third Amendment

Mayor Webber said the third amendment was at the bottom of page 7, letter e – Councilor Romero-Wirth/Councilor Cassutt amendment –

MOTION: Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to approve Amendment #3 to strike the public comment before the public hearing on page 7, e and that any new amendments proposed during the Governing Body meeting shall be provided in writing before discussion.

Councilor Cassutt explained this amendment was about when amendments must be written and included in the Governing Body packet. She said everyone needs to understand what was proposed as an amendment. We understand at times, an amendment would need to be proposed in the Governing Body meeting. But it needs to be drafted in writing and the amendment maker would draft it and email it to Ms. McSherry and Ms. McSherry would email it to all Governing Body members.

Ms. McSherry agreed that is absolutely the way it must happen so we can all look at it together. We can look at the actual recording to recognize it. And to save us from that, but it needs to be in writing.

Councilor Romero-Wirth thought it very important to know exactly what we are voting on, and the words need to be written out, so we agree on the wording.

Ms. McSherry pointed out that sometimes, punctuation was important too. So, it needs to be written and circulated.

Councilor M Garcia asked if it was to be done before discussion of the item or the amendment.

Councilor Cassutt agreed - before discussion on the amendment that it would be drafted in writing to discuss on its actual substance.

Councilor M Garcia asked if it should say, before discussion “of said amendment(s)…” to be understood in future councils.

Councilor Cassutt asked him to write that down to clarify the place.

Ms. McSherry suggested he could make that a motion.

Michael moved to amend the amendment before discussion of said amendment.

Mayor Webber read it as amendment. >>>> that was very clear. /Councilor Villarreal.

MOTION: Councilor M Garcia moved, seconded by Councilor Villarreal, to amend the proposed amendment to insert after discussion "of said amendment(s)" …

Discussion on the amendment of the amendment:

Councilor Rivera asked how it would appear in writing to the Governing Body and the public.

Mayor Webber clarified that he added three words.

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

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

Against: None

Councilor Rivera suggested this change would probably be more difficult when the meetings are in person.

Ms. Bustos-Mihelcic pointed out that the written amendment could be displayed on the chamber big screen. We have that capability in the chambers when we go back.

Councilor Rivera added that if the meeting was live, it could be displayed on the screen.

Ms. Bustos-Mihelcic explained that we have put all kinds of technical things in Chambers last year. We can use power point, slide shows, etc. We have added monitors in chambers. So, we could absolutely do that in chambers for anyone watching on Youtube or on the public television channel and also read it into the record for those listening to radio.

Councilor Rivera understood.

Councilor Rivera asked about possible delays. He had seen some take ten minutes to get drafted.

Ms. McSherry suggested the Governing Body could put it on the table at that point and bring it back when it was finished.

Mayor Webber commented on that point that what we are reading was a philosophy on how to do our business. While it could take more time, it would be an accurate record and not leave them unpolished. So, there was a tradeoff between speed and accuracy. Here the philosophy leans toward accuracy rather than speed.

Councilor Cassutt added that if an amendment was long enough it could be referred back to the committee. And consider it there. We didn't know how to draft that but that was always an option.

Mayor Webber asked Ms. McSherry if most drafting on the fly has been on Land Use cases.

Ms. McSherry agreed. It would apply to any ordinance, but it is a good practice regardless of the topic. She recommended it for helping Staff get it right.

Councilor Villarreal asked then if any conditions on Land Use Cases would have to be written out and distributed?

Ms. McSherry said yes. It would be very helpful to have them all in writing.

Councilor Villarreal saw conditions of approval as amendments and saw it applied to that as well.

Mr. Guillen noted that the section on amendments was under Legislative actions, so it was specific to legislation.

Ms. McSherry mentioned that delegation of authority to the Planning Commission, was separate. But at the Governing Body, amendments might not be on legislation. We would appreciate it all in writing to make sure what we vote on was part of the final draft.

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

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

Against: None

Amendment #4:

Mayor Webber said the fourth amendment was in Section A-1-f to add the words, “or circumstance” proposed by Councilor Villarreal.

Councilor Villarreal said the amendment is simply to add those words.

MOTION: **Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to approve the amendment adding “or circumstance” to Section A-1-f.**

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

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

Against: None

Amendment #5:

Mayor Webber said amendment #5 was on page 9, item 3 proposed by Councilor Villarreal

Councilor Villarreal said the amendment would utilize old language. It would state, with the amendment, “The Chief of Police or the Chief’s designee may serve as sergeant at arms at in-person meetings as needed.”

MOTION: **Councilor Villarreal moved, seconded by Councilor M Garcia, to approve Amendment #5 as stated.**

Discussion on the Motion:

Councilor Villarreal knew the Governing Body had not had the Chief of Police or anyone serving as sergeant at arms in the meetings. But in certain circumstances, when that was needed, this could be used, depending on the situation.

Councilor Cassutt said she had not been to many in-person meetings, but she disagreed with this change. She believed if someone were gong to cause a disruption, they would not let us know ahead of time. Since those wanting to disrupt the meeting would not notify city Clerk beforehand to let

anyone know. She guessed this was the philosophy of prepare for the worst and hope for the best. She knew there were times when contentiousness was anticipated. The world has gotten a little bit crazy. There has been targeting toward government entities. And maybe that should behoove us to make sure we and other people in City Hall have some protection there.

Councilor Romero-Wirth agreed with Councilor Cassutt and agreed this was old language and we have not had a police presence at meetings in her tenure. But maybe we need to start that. We have seen headlines since January 6 of targeting of local governments and a potential for trouble and wanting to make sure elected officials and staff and the public are safe.

Councilor Villarreal saw that point of view of her colleagues but felt the Governing Body should not set a precedent like that. We've had it on the books and not had a sergeant at arms in her time on Council except for some threats in the past or when there is a prejudicial topic. She said for some people. Having a police presence helped when they needed to speak their mind on needed changes and public safety. Having a person with a gun present is comforting to some but for others, it might not. That was why she proposed "as needed" and should not be "shall" as it has been.

Councilor M Garcia could see both perspectives. With this amendment it still affords the opportunity for police presence if it is wanted. Nothing prohibits it. If we felt we needed that presence, we could request it. It affords other options for us. That was the way he read it.

Councilor Romero-Wirth pointed out that we are preempted from making our own gun laws at the local level and don't have the ability to prohibit guns in the chamber. She didn't believe one police officer stationed at the door would keep someone from testifying or intimidating if they are not right next to them.

Councilor Rivera agreed with Councilor Villarreal. Having a police presence might not be comfortable for some but not for others. And we have quite a police shortage at present. Like tonight, if we had not postponed, we would have a long night for police to be on duty. And he saw more risk from the back door from the hallway than anywhere else. He didn't know how a police officer in the back of the room would help us, if something were to happen. He thought there were other useful steps that could be taken. He agreed with the changes.

Mayor Webber agreed that we probably do need to have a discussion on security at some point. We don't have much in security measures.

Councilor Lindell said she had been in chambers when someone sat with a handgun 20 feet away from her for hours. It was horrifying and led to a

conversation in her home whether she should continue to do this job. It was awful but she thought Councilor Rivera and Mayor Webber's points make a good point. And we should consider a security plan in the future. So many things about that were uncomfortable. She was not sure a single police officer in chamber made any difference. We do need a discussion on security by the Governing Body. We are not able to stop people from coming into chamber with a gun. And until you have the experience, it was hard to describe. I hope we will take it seriously and make a plan on security, whatever we do, but do something.

Councilor Villarreal said that was what she was going to bring up. That situation was unnerving and made it hard to do business. She didn't feel safe.

Councilor Rivera asked Ms. McSherry or Councilor Romero-Wirth if the Legislature didn't ban firearms in Roundhouse.

Ms. McSherry said the prohibition is specifically for municipalities in the State Constitution.

Councilor Romero-Wirth said they did it with their own rule but preempted us from doing it.

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

For: Mayor Webber, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, and Councilor Romero-Wirth.

Against: Councilor Villarreal and Councilor Cassutt.

Amendment #6:

Mayor Webber said amendment 6 was on page 11, Section D 3 c for a small grammatical correction.

Councilor Villarreal agreed.

MOTION: **Councilor Villarreal moved, seconded by Councilor Lindell, to amend the resolution on page 11, Section D-3-c to change "Finding of Fact" to "Findings of Fact."**

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

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

Against: None

Amendment #7:

Mayor Webber said the next amendments were on page 14 with several amendments. The first was Amendment #7 in Section 1-c with different strikeovers in the same paragraph.

Councilor Villarreal had one minor change before that one on page 14 at the top. It was a grammatical change at #18.

Councilor Villarreal read it as, "The Governing Body holds a public hearing, debates, and votes on legislation requiring public hearings, except for Land Use cases that include legislation shall be heard under Public Hearings.

Mayor Webber thought the fix was ungrammatical.

Councilor Romero-Wirth said it should strike "for "and "that."

MOTION: Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to amend the resolution by strike "that" on page 14, item 18.

Discussion on the Motion:

Mayor Webber read the way it would read without "that" in the sentence.

Councilor Villarreal felt that was the appropriate language.

Councilor Chavez asked if she thought it was missing "which shall?"

Councilor Villarreal thought that would work best.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to amend the resolution by inserting "which shall" after "Land Use Cases" on page 14, item 18.

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

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

Against: None

Amendment #8:

Mayor Webber said Section G 1 c had several proposed amendments to the paragraph.

Councilor Romero-Wirth thought doing one of them would solve the paragraph.

Councilor M Garcia withdrew his proposed amendment because Councilor Romero-Wirth and Councilor Cassutt's amendment was covering it.

Councilor Cassutt read how it would change.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to amend the resolution by changing the paragraph G 1 c to read, "the Presiding Officer shall disallow comments or questions from the public that are not directed to the Governing Body. Governing Body members shall not respond to comments or questions from the public during Petitions from the Floor."**

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

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

Against: None

Amendment #9:

Mayor Webber said the next amendment was to Section G 2 a - Executive Session, proposed by Councilor M Garcia.

Councilor M Garcia said the amendment was not written the way he intended so he read it as he intended. The first sentence was unchanged. The amendment would strike the second sentence and in the next sentence strike "In addition so it would read, "Any member of the Governing Body, at the conference of the City Manager and City Attorney, may direct the City Manager and 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."

He said the Governing Body member should have the same rights as any other member of the Governing Body. The Mayor sits with us and is an equal member. That was his intention on the equity piece. We all need to have the same rights and treated equally. It allows any member, after consultation with the City Manager and City Attorney, the ability to place an item on the agenda as an executive session item.

Ms. McSherry pointed out that one councilor cannot direct the City Manager and she would not be able to sign off on what was just read.

Councilor M Garcia said that was why three members. It was still written in here that three members could direct …

Ms. McSherry recommended against the three as well. She recommended just leaving that part out.

MOTION: Councilor M Garcia moved, seconded by Councilor Romero-Wirth, to amend the resolution by deleting the second sentence in Section G 2 a and the next sentence to read, "Any member of the Governing Body may move at any time to discuss any item on the table if this matter is appropriate for executive session."

Discussion on the Motion:

Councilor Lindell thought the way it now read would not allow to schedule an executive session ahead of a meeting.

Ms. McSherry did not think it disallowed a scheduled executive session.

Councilor Lindell reasoned the Mayor still has ability to request an Executive Session on the agenda.

Ms. McSherry agreed.

Councilor Romero-Wirth explained that all this does was to allow a Governing Body member to move to go into Executive Session. Any Governing Body could call of it. And this just acknowledges that.

Ms. McSherry agreed with that.

Councilor Rivera asked if this was just talking about items that are listed in executive session already.

Ms. McSherry said no, but for something like appointment of City Manager, for instance, a member could move to go into executive session during the meeting.

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

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

Against: None

Amendment #10

Mayor Webber said the next amendment was on page 19 – B: Recusal From the Meeting, proposed by Councilor M Garcia.

Councilor M Garcia said his amendment was to add additional transparency to require a member to state the reason for recusal or what the conflict is.

MOTION: **Councilor M Garcia moved, seconded by Councilor Villarreal, to amend Section B on page 19 by inserting "and its nature" after "existence of a conflict…"**

Discussion on the Amendment:

Councilor Lindell was not supportive. If they say they cannot render a fair and impartial opinion, the reason may be personal and not needed to be public. A Councilor should not be forced but could give a reason if they chose to do so.

Councilor Romero-Wirth didn't think recusal was something an elected official would do lightly. She might seek the guidance of the City Attorney on it. She did not know why we would need to get into the reason or additional questioning to make sure it was a conflict. It was done rarely.

Councilor M Garcia noted we are elected officials and entrusted with the public trust and the public has a right to know why we refuse to do the public's work. He had to seek recusal for certain things and was told he had to state why. There was no reason why the Councilor couldn't say it was personal reason. He has to do it because of employment, and he thought the public has a right to know why.

Ms. McSherry said with the change proposed, she would not be able to provide guidance that it did not need to be announced. She gave several different interpretations of what conflict means. Without the amendment, it is left to the Councilor what the conflict means.

Mayor Webber was concerned about the 11:30 deadline and asked if this needs to be put on the table since the meeting won't be done by 11:30.

Ms. McSherry said that can happen any time.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to suspend the rules.

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

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

Against: None

Ms. McSherry didn't think she could give guidance to Councilors if they had a personal conflict.

Councilor Romero-Wirth favored letting Councilors decide on what to say about their recusal.

Mayor Webber asked Councilor M Garcia what kinds of things would fall into its nature.

Councilor Cassutt pointed out that recusals are rare and if someone was recusing enough and giving no reason, they might give people a good reason not to vote them back in.

Ms. McSherry pointed out two reason types for recusal – one was actual and the other a perceived bias. Under this amendment, it would not require a perceived conflict.

Councilor Rivera mentioned to Councilor M Garcia that when he gave reasons to disclose, he said he was sympathetic to personal reasons. This amendment does not discern between the two. I'm thinking about medically reasons for instance.

Councilor M Garcia acknowledged Councilor Romero-Wirth and Councilor Cassutt brought up good points on personal issues. The purpose is to bring about transparency. Most recusals would be about work or an interest in

something. It was not about digging up dirt or other personal matters. So, he asked what language would allow transparency and afford the City Attorney to provide guidance? “I’m open to suggestions. I want to bring more transparency to our process. What was the process? It has been brought up by the public. What was the issue? He asked for help in the language. Just saying I must recuse doesn’t help the public.”

Councilor Rivera just don’t think every issue was as black and white as Councilor Garcia’s reasons. Some could be extremely personal.

Councilor L Garcia said he liked transparency and believed the public should know much on our interests in the community. “I signed the ethics statement. When it comes to personal matters, I don’t know what the wording could be, but something needs to be done when it comes to disclosing a conflict to the City. Some kind of a hybrid is needed.”

Councilor Romero-Wirth thought if we don’t approve this amendment, there is flexibility. anything besides business was just satisfying a curiosity. Allow people to say what they want to say about it.

Councilor Cassutt said if it was a personal reason it doesn’t need to be disclosed. Allowing the flexibility was best. We cannot control all scenarios. How we want to conduct ourselves is a personal decision. It is a personal choice and allowing flexibility is important.

Councilor Chavez wanted to encourage transparency but also valued personal reasons and have that flexibility and deciding if disclosure was appropriate.

Mayor suggested language to accommodate that. Councilor L Garcia made a good point about ethics training. It could be an ethical violation or perceived as an ethical violation.

Ms. McSherry said definition of conflict is specific and she read it aloud.

Councilor M Garcia said personal reasons would not be a conflict.

Ms. McSherry clarified this was about actual conflict. She wanted to make sure everyone was aware of the definition.

Councilor M Garcia said the ones read were the black and white ones.

Ms. McSherry didn’t agree with the privacy of personal issues needing to be disclosed.

MOTION: **Councilor Lindell called the question, seconded by Councilor Romero-Wirth.**

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

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

Against: Councilor M Garcia and Councilor Villarreal.

VOTE: **The amendment #10 failed on the following Roll Call vote:**

For: None.

Against: Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

Abstain: Councilor M Garcia.

Mayor Webber agreed Councilor M Garcia should work on it.

Amendment #11:

Mayor Webber said next amendment was on page 19, Section C-1-a-i:

Councilor M Garcia said the language could be challenging for 3 councilors required to approve an amendment and 5 Councilors to pull it out. There should be opportunity for people to introduce competing amendments with constructive discussion on the competing amendments.

Moved to strike from C 1 a i leaving only one sentence.

MOTION: **Councilor M Garcia moved, seconded by Councilor Villarreal for discussion, to strike the sentence after "Approve."**

Discussion on the Motion:

Councilor Romero-Wirth said we are trying here to get amendments to attach to the bill when voted at committee level. We could have adopted all these amendments at a committee level. They could still be pulled off with an amendment to strike them. "I had constituents call today to ask what

version we were considering tonight. But I said I didn't know the final version. We discussed all of this in committees and are now wasting our time.

Mayor Webber understood that as a bill moves through, amendments voted on in committee travel with the bill and don't have to be reconsidered at Governing Body meetings. We would see a bill that would presumably have been hammered into shape.

Councilor Romero-Wirth agreed - and we would have a linear process. For those attached here, nobody had a problem with them. We have the same hearing with the same Councilors and are wasting our time.

Mayor Webber thanked her for clarifying that.

Councilor Cassutt said the other piece to point out was that the linear process does change things. The committee has time to work on the amendments. We are trying to avoid exactly what has happened here tonight. And maybe we would not suspend our rules as much.

Ms. McSherry clarified the verbiage addressed if there was a change at the PWC meeting held right before the Governing Body meeting, but the others will already have been voted on. Packets could have been taken before an amendment was approved.

Councilor Villarreal said if amendments were approved at Finance and it went on and the next committee amendments were approved, what gets attached at the Governing Body? Was it every single change that was approved at a committee?

Councilor Romero-Wirth explained, as it moves through the Committee, it arrives at all of them. But one Committee could take off an amendment previously approved and the bill could arrive here with what to do about it.

Councilor Villarreal asked how we would keep track of it.

Councilor Romero-Wirth said she bet we would have much less to do here.

Councilor Villarreal asked if it was the most recent because it was the last committee and if it has all the amendments that were approved in committee. The most recent statement didn't make sense to her.

Mayor Webber clarified that it goes to Finance last. The last version as amended comes to the Governing Body. It was an attempt to bring a more finished product and the Governing Body doesn't need to consider all of them again.

Councilor Romero-Wirth noted the Governing Body is spending hours talking about the same stuff discussed at the committee. We can learn how things were taken off at Finance. We are trying to make better policy at the end of the day.

Councilor Villarreal observed that some are more political instead of thinking of the heart of the bill. She agreed this process needs to change. We are repeating things. But the amendment as it reads now doesn't make sense.

Councilor M Garcia said it was an amendment to undo what a prior committee did by three members.

Councilor M Garcia withdrew his amendment.

Mayor Webber moved on to the next amendment.

Amendment #12:

Councilor Cassutt noted that Councilor Villarreal had an amendment within it. She quoted Councilor Villarreal's language.

Councilor Villarreal moved to amend to say, "The motion approves legislation as most recently has been amended in Committee.

MOTION: **Councilor Villarreal moved, seconded by Councilor Cassutt, to amend the language to say, "The motion approves legislation as most recently has been amended in Committee."**

Discussion on the Amendment:

Councilor Villarreal said it needs Staff to track it for clarity.

Mayor Webber agreed, and the amenders also need to track them. He thought it would streamline things.

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

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

Against: None

Amendment #13 and 14:

Mayor Webber saw on page 20 two amendments by Councilor M Garcia.

Councilor M Garcia said these changes provide just more equitable treatment among members. Replace "Council" with "Governing Body" and remove "Presiding Officer and…" It could potentially prove to have some rolling quorum issues.

MOTION: Councilor M Garcia moved, seconded by Councilor Villarreal, to amend on page 20 C-3-e-i and iii by replacing "Council" with "Governing Body" and deleting "Presiding Officer and."

Discussion on the Motion:

Councilor M Garcia pointed out there was nothing to prohibit the Clerk to inform the Presiding Officer or another Councilor. It could happen and could be an issue.

Councilor Cassutt agreed and giving warning for the one running the meeting doesn't have to be the Mayor of Mayor pro tem but whoever was presiding officer of the committee.

Councilor Romero-Wirth – this was a courtesy we give whoever was running the meeting. But maybe we need particular staff present too.

Councilor Villarreal the way we once did it was that the City Manager Staff could pull it off the agenda and have Staff at the meeting. This only allows the presiding officer and clerk to know about it.

Mayor Webber clarified this is not about the Consent Calendar. There was another part that speaks directly to Consent Calendar.

Mr. Guillen pointed out the locations.

Councilor Villarreal understood both sections were new. It feels like we are trying to control all scenarios.

Councilor Romero-Wirth said they took the language from another local government, and it seemed like a good idea. We are all serving with the best of intentions, and it seemed that informing people and not surprising them was a good idea.

Councilor Cassutt agreed. At times, substantial conversation might show up. We have had instances where information has helped but got to the

meeting and realized something was absent from the packet. And discussed for 30 minutes why it had to be postponed. With the 72-hour time for it to be posted, we would have time to notice a change to the agenda and what was not coming. It could save time. And was why we want no surprises.

Councilor Villarreal understood. But it seems we are trying to control all scenarios.

Councilor M Garcia saw the language in the consent agenda section. We use the world "should" and maybe it would best be changed to "encouraged." He didn't want the Executive micromanaging the Governing Body. That was what was going on here and he was trying to change it by notifying all Governing Body members instead of just the Mayor. Advance notice should be made to everyone.

Ms. McSherry said it is a technical issue. "The Executive" is in our charter and has different meaning but that was the Mayor. She explained what would make it a rolling quorum.

Councilor M Garcia wanted communications to be with the whole Governing Body not just Mayor and City Clerk. The City Clerk can ensure the right staff and all Governing Body members are notified.

Councilor Cassutt said we don't always get all the information ahead of time. That is where we are going here. It is not about managing everything.

Mayor Webber thought the first one of Councilor M Garcia's amendments makes good sense – to change Council to Governing Body and the Mayor is a member of it. The intentional surprises are about transparency - And transparency should trump politics.

Councilor M Garcia said for item iii – it deals with new information and in the future, these rules will be there but not the reasons for them being there. "I want information to be shared in an equitable manner."

Councilor M Garcia decided to not strike "Presiding Officer and" in both i and iii.

Ms. McSherry asked the motion to be retracted first.

Councilor M Garcia withdrew his first motion and Councilor Villarreal withdrew her second.

MOTION: **Councilor M Garcia moved, seconded by Councilor Villarreal, to amend n page 20 C-3-e-i and iii by replacing "Council" with "Governing Body."**

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

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

Against: None

Mayor Webber noted an amendment by Councilor Lindell for a public review.

Councilor Lindell said it was just a clear amendment to see how this works on the public comment and she had nothing to add to that. It is just asking for a review.

Mayor Webber invited her motion.

MOTION: **Councilor Lindell moved, seconded by Councilor Villarreal, to approve an amendment on page 2, line 11 of the Resolution to add a 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."**

Discussion on the motion:

Councilor Villarreal asked who tracks these things. We have ordinances and things where we say we will come back in two years. She didn't know if it was the City Manager but would like someone to track it so we will actually come back in a year to review this.

Ms. McSherry said the way it is written it is an obligation of the Governing Body. That was one reason this sort of thing doesn't always get done.

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

For: Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, and Councilor Villarreal.

Against: Councilor Romero-Wirth.

Mayor Webber said we now need a vote on the main motion as amended.

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

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

Against: None

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 was Located within the West Santa Fe River Corridor Overlay District and was 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 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).

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.

This case was postponed to the next Regular Governing Body Meeting.

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.

This case was postponed to the next Regular Governing Body Meeting.

20. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 1:06 a.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz

Carl G. Boaz, Council Stenographer

GOVERNING BODY MEETING OF
January 12, 2022
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

EXHIBIT ONE
January 12, 2022

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
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1211670 (NMRLD/AGD)
Name of Applicant: Vins des Verite Distributing, LLC
Doing Business As: Vins des Verite Distributing LLC
Proposed Location: 2882 Trades West Rd, Unit F, Santa Fe NM 87507

THIS MATTER came before the Liquor License Hearing Officer for public hearing on January 10, 2022 at 4:00 PM by video hearing, on the application of Vins des Verite Distributing, LLC (Applicant). The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

The Applicant requests local option district approval of the following:

1. consideration of a waiver of the 300 foot location restriction
2. wine wholesaler liquor license

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

FINDINGS OF FACT

1. Staff submitted a packet containing the following:
    a. January 7, 2022 memo from City Clerk Kristine M. Mihelcic
    b. November 29, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Tammy M. Sandoval to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. NMRLD/AGD Application No. 11211670.
    d. September 7, 2021 zoning verification from Land Use Planner Lani McCulley confirming that wine wholesaler liquor license is a permitted use.
    e. Site plan
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    g. December 6, 2021 letter from from City Clerk Kristine M. Mihelcic to Iglesia El Buen Pastor church, located within 300 feet of the subject premises.

h. January 7, 2022 litter and noise impact assessment from Zoning and Code Enforcement Supervisor Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
i. Vicinity map
j. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
k. City of Santa Fe Liquor License Request Supplemental Information

2. Alexandria Mares, of the City Clerk's office, presented the application.
3. Applicant was offered the opportunity to present testimony or evidence.
4. Applicant confirmed that it had a previous location in the same development, and that Iglesia El Buen Pastor had indicated its approval at that time.
5. Applicant also confirmed no enforcement actions at the prior location.
6. No members of the public appeared to testify.
7. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the Santa Fe New Mexican, which is a newspaper of general circulation within the territorial limits of the governing body, on December 10, 2021 and December 17, 2021 and on the City's website.
8. The Application is for a new wine wholesaler license in a location that does not currently sell liquor.
9. The business is expected to be open from 9AM to 5PM.
10. As a wholesaler operation, Applicant does not expect public customers at the location.
11. Traffic is not expected to increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
12. The Applicant is in compliance with all land use codes.
13. The proposed location is not expected to cause a substantial change in litter or noise.
14. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico, if the 300 foot waiver is granted.
15. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
16. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
17. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

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

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).

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

CONDITIONS OF APPROVAL

1. Applicant is required to comply with all applicable City of Santa Fe ordinances.

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



01/12/2022

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: January 7, 2022

TO: Chris Graeser, Liquor Hearing Officer

FROM: Geralyn Cardenas (Jan 7, 2022 16:50 MST)
Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from Vins des Verite Distributing, LLC for a waiver of the 300 foot location restriction and a request for a Wine Wholesaler Liquor License.

BACKGROUND AND SUMMARY

The applicant has requested the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F, Santa Fe, which is within 300 feet of the Iglesia El Buen Pastor, 2884 Trades West Road, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Wine Wholesaler Liquor License to be located at Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F, Santa Fe.

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

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

ACTION REQUESTED

Consideration of the above request.

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

NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

November 29, 2021

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

By U.S. Certified Mail No.: 9171 9690 0935 0155 7576 65

9171 9690 0935 0155 7576 65

Lic. No. /Appl. No.:	Wholesaler Application No. 1211670
Name of Applicant:	Vins des Verite Distributing, LLC
Doing Business As:	Vins des Verite Distributing, LLC
Proposed Location:	2882 Trades West Rd., Unit F, Santa Fe, NM 87507

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

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

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

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

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

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

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

ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING A WINE WHOLESALER LIQUOR LICENSE. APPLICANT IS REQUESTING A WAIVER AS THE PREMISES IS LOCATED WITHIN 300 FT OF THE NEAREST CHURCH.

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

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

Respectfully,

Tammy M. Sandoval

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

Enclosures:

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

Tammy

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

RECEIVED
OCT 05 2021
ALCOHOLIC BEVERAGE CONTROL

Wholesaler Liquor Location Application | $200.00 Application Fee, nonrefundable

ABC USE ONLY: Application Fee $ 200 Received on: 10-6-21 Receipt No: 241032
License Fee $ _____ Received on: _____ Receipt No. _____
Application Number: 1211670 Local Option District: _____

Check appropriate boxes:

TYPE OF WHOLESALER: [Licensing Fee due at Final] ☐Beer [$1,000] ■Wine [$750] ☐Beer & Wine [$1,500]
☐Spirits [$1,500] ☐ Spirits & Wine [$1,750] ☐ Spirits & Beer & Wine [$2,500]
☐Limited Beer* Based on Production, Master License No. _____ and _____
☐Limited Wine** Based on Production, Master License No. _____ and _____
☐§66-6A-29 Wine** Based on Production, Master Winegrower License No. _____
To Qualify for Limited Wholesaler, Applicant must hold a*Small Brewer / **Winegrower and a Restaurant or Dispenser type License

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

NAME OF APPLICANT: Vins des Vérité Distributing, LLC
D/B/A Name to be used: Vins des Vérité Distributing, LLC **Business Phone No:** 505 699-3895
Mailing Address: 1937 Camino Dos Antonios; Santa Fe, NM 87507
Email (required) vdvdistributing@gmail.com
Physical location where license is to be used: 2882 Trades West Road Unit F; Santa Fe, NM 87507
County: Santa Fe (Include street number / highway number / state road, city, state, and zip code)
Are alcoholic beverages currently being dispensed at the proposed location ☐Yes ☑No If Yes, License # / Type: _____
Contact Person: Ronald Mier **Phone #:** 505 699-3895 **Email:** vdvdistributing@gmail.com

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

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

Signature of Applicant: _____ Date: OCT. 5, 2021

Notary Public Use Only: (State of NEW MEXICO, County of SANTA FE)
SUBSCRIBED AND SWORN TO before me this 5TH day of OCTOBER, 2021
By: TARA DEBELEC Notary Public: _____
Date my Commission Expires: AUGUST 27, 2025

SEAL

Local Option District Use Only: Local Governing Body of _____ City, County, Village
Public Hearing held on _____ 20____ Please check one: ☐ Approved ☐ Disapproved
Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved, _____
Signed by Director: _____ Date: _____

INSTRUCTIONS FOR WHOLSEALER LIQUOR LICENSE APPLICATION

COPY

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

RECEIVED
OCT 06 2021
ALCOHOLIC BEVERAGE CONTROL

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

☐ Owned by Applicant, copy of deed/document attached

☑ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

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

A. Owner(s): **Tim Hall**

B. Date and Term of Lease: **September 1, 2021 - August 31, 2022 with two renewal options**

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

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

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

Name of Church: **Iglesia El Buen Pastor** Miles/feet: **300 feet**

Address/location of Church: **2884 Trades West Road**

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

Name of School: **Agua Fria Elementary** Miles/feet: **One (1) mile**

Address/location of School: **3160 Agua Fria Street**

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

7. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☐ Racetrack

☐ Restaurant ☐ Craft Distiller ☐ Small Brewer ☐ Winery ☑ Wholesaler

☐ Other (specify): _____

***NOTE**: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

COPY

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

RECEIVED
OCT 06 2021
ALCOHOLIC BEVERAGE CONTROL

September 7, 2021

Ronald Mier
Vins des Verite, LLC

2882 Trades West Road
Santa Fe, NM, 87507

Subject: Zoning Verification for Property Located at 2882 Trades West Road, Santa Fe, NM

Dear Mr. Mier:

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

(G) I-2 General Industrial District
The I-2 district is intended primarily for general manufacturing and closely related uses. Also allowed in the district are commercial and other uses allowed in some commercial districts. To avoid burdensome regulations on general manufacturing but at the same time to provide adequate limitations on the development of industries incompatible with the city's general industrial characteristics, regulations for this district are intended to provide protection principally against effects harmful to other districts. These regulations do not afford the same level of protection for commercial and other allowed uses not related to general manufacturing as such uses would receive if located in districts primarily designed for them.

Wholesaling and distribution operations - 3,000 square feet or less of storage is a permitted use in the I-2 District.

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

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

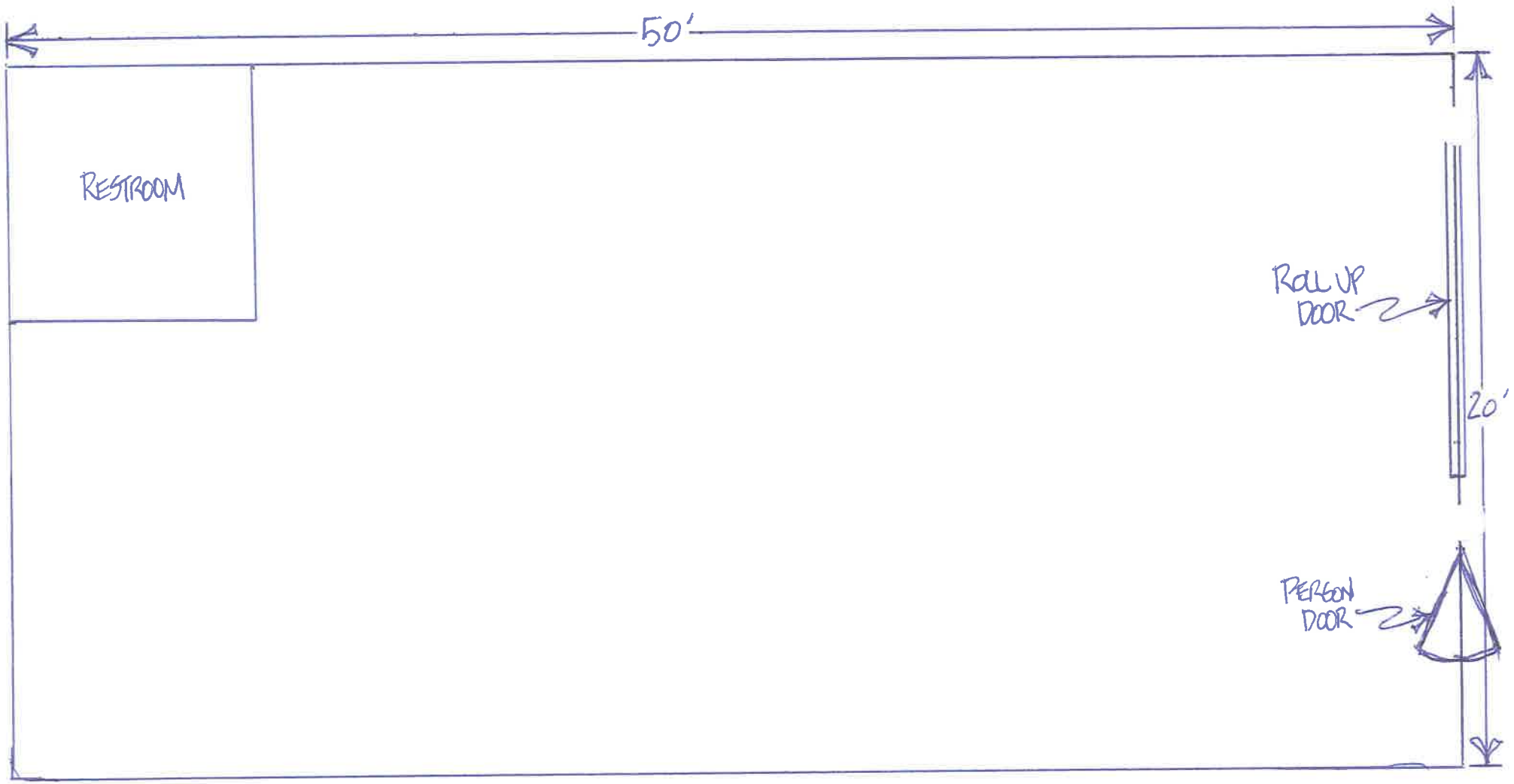
If you have any further questions, please contact me at LJMcCulley@santafenm.gov.

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

VINS DES VÉRITÉ FLOOR PLAN
2882 TRADES WEST ROAD UNIT F
SANTA FE, NM 87507

COPY

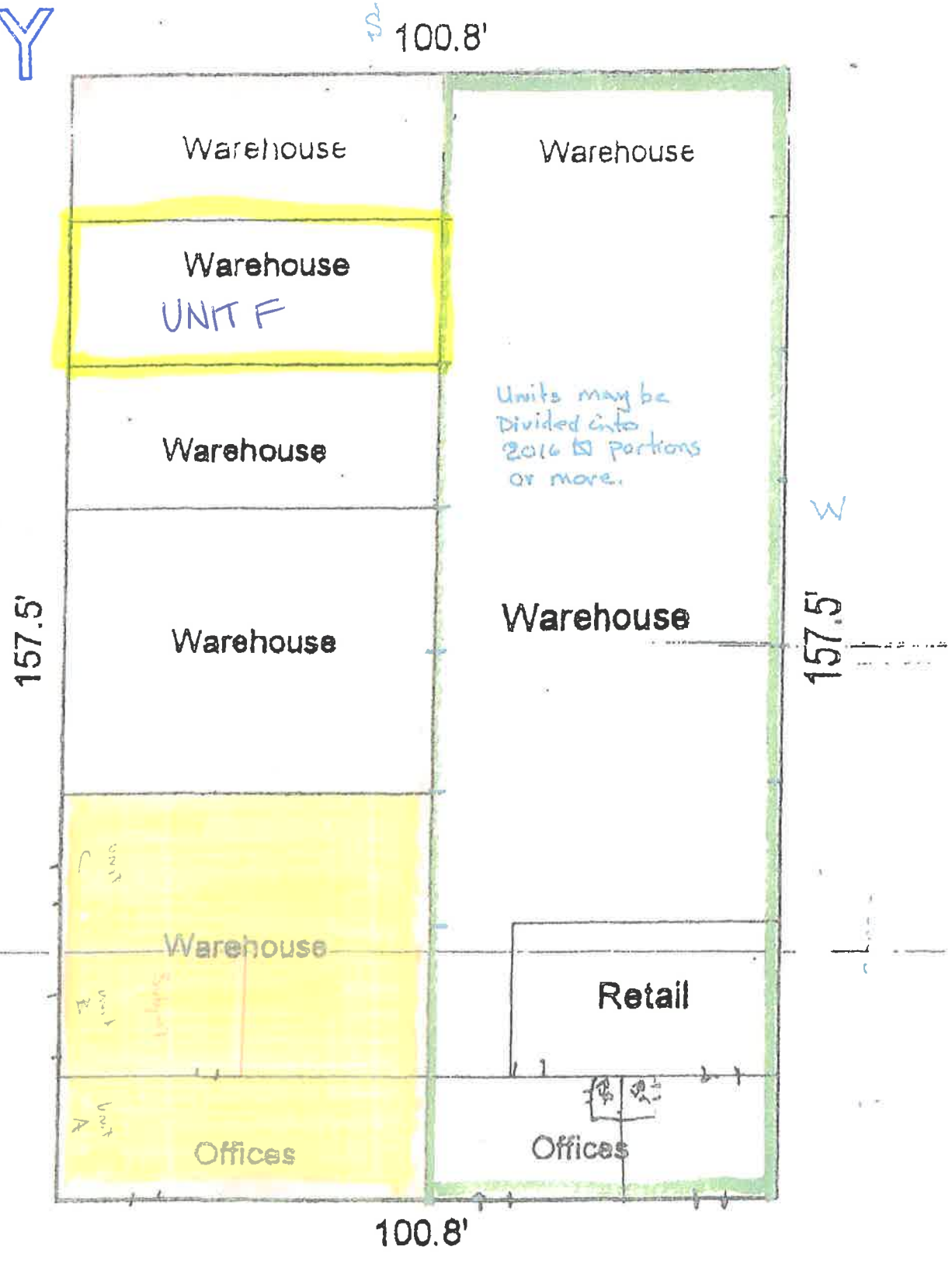
TOTAL AREA – 1,000 SQ/FT



s 2882-2884 Trades West Road

County SANTA FE State NM Zip 87(

COPY



2882 Trades West Rd

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, January 10th, 2022.

The purpose of this public hearing is to discuss a request from Vins des Verite Distributing, LLC for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F, Santa Fe, which is within 300 feet of the Iglesia El Buen Pastor, 2884 Trades West Road, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Wine Wholesaler Liquor License, to be located at Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F, Santa Fe.

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

Kristine M. Mihelcic
City Clerk and Community Engagement Director

Received by The Santa Fe New Mexican
Date: December 6, 2021
To Be Published: December 10, 2021 & December 17, 2021

By _____
The Santa Fe New Mexican (Signature)

LEGAL #89056

CITY OF SANTA FE

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Kristine M. Mihelcic
City Clerk and Community Engagement Director

Pub.: Dec. 10, 17, 2021

City of Santa Fe

NOTICE OF LIQUOR LICENSE HEARING
Monday, January 10, 2022 at 4:00 PM

NOTICE IS HEREBY GIVEN that a Liquor License Hearing is scheduled for Monday, January 10, 2022 at 4:00 PM.

Please visit https://santafe.primegov.com/public/portal to view agendas, participation information and corresponding materials.
For additional information, contact the City Clerk's Office at 505-955-6521.

SANTA FE NEW MEXICAN

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

Ad Proof/ Order Confirmation/ Invoice

Ronald Mier
1937 Camino Dos Antonios
Santa Fe NM, 87507

505-699-3895

Account Number: STRM8

Ad ID: 25162

Ordered By:

Ad Cost: $134.80

Tax Amount: $11.38

Total Amount: $146.18

Amount Due: $146.18

PO Number:

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment $0.00

Tagline: LEGAL #89056 CITY OF SANTA FE NOTICE OF

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 187

Product:

Placement:

Ad Size: 1.22" x 6.88"

Modular Size:

Color:

Run Dates:

12/10/21, 12/17/21

LEGAL #89056

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, January 10th, 2022.

The purpose of this public hearing is to discuss a request from Vins des Verite Distributing, LLC for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F, Santa Fe, which is within 300 feet of the Iglesia El Buen Pastor, 2884 Trades West Road, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Wine Wholesaler Liquor License, to be located at Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F, Santa Fe.

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

Kristine M. Mihelcic
City Clerk and Community Engagement Director

Pub.: Dec. 10, 17, 2021

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

VIA EMAIL – vdvdistributing@gmail.com

January 3, 2022

Ronald Mier
Vins des Verite Distributing, LLC
2882 Trades West Rad, Unit F
Santa Fe, New Mexico 87507

RE: Request from Vins des Verite Distributing, LLC for a waiver of the 300 foot location restriction to allow the sale of alcohol, which is within 300 feet of Iglesia El Buen Pastor, 2884 Trades West Road, and consideration of a request for a Wine Wholesaler Liquor License to be located at Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F, Santa Fe.

Dear Mr. Mier:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, January 10, 2022, at 4:00 p.m. This will be a virtual hearing via Zoom. We will email you the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their January 26, 2022 meeting.

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

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

Sincerely,

Kristine M. Mihelcic
City Clerk

/arm

City of Santa Fe, New Mexico

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

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Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

Certified Mail No. : 7013 0600 0000 5932 3102

December 6, 2021

Iglesia El Buen Pastor
2884 Trades West Road
Santa Fe, New Mexico 87507

To Whom It May Concern,

This letter is to notify the Iglesia El Buen Pastor that there is a Liquor License being requested by Vins des Verite Distributing, LLC, to be located at 2882 Trades West Road, Unit F, Santa Fe. The proposed liquor license location is located within 300 feet from your building that will distribute alcohol, pending Governing Body approval. The requesting applicant is required to obtain a waiver, due to the 300 foot location restriction.

If you have any questions or concerns, you can share your opinion at the following Liquor License Hearing:

Date*:* January 10, 2021
Time*:* 4:00 PM
Website Link*:* https://santafe.primegov.com/portal/search - The Zoom link can be found on the Meeting Agenda the morning of the hearing

Should you have any questions, or require additional information, do not hesitate to call me at 955-6520. Thank you!

Sincerely,

Kristine M. Mihelcic
City Clerk and Community Engagement Director

/arm

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: January 7, 2022

TO: Jarel LaPan Hill
Jarel LaPan Hill, City Manager

VIA: Jason M. Kluck 01/07/2022
Jason Kluck, Interim Director, Land Use Department

FROM: Jason Sena, Zoning and Code Enforcement Supervisor

ITEM & ISSUE

Litter and noise impact assessment, due to a request from Vins des Verite Distributing, LLC New Mexico for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F, which is within 300 feet of Iglesia El Buen Pastor, 2884 Trades West Road.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Wine Wholesaler Liquor License, to be located at Vins des Verite Distributing, LLC, 2882 Trades West Road, Unit F.

BACKGROUND AND SUMMARY

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


1137
2885
ALL TRADES RD
INDUSTRIAL RD
2885
2887
1201
1201
1201
2882
2882 Trades West
I2
INDUSTRIAL RD
2879
SILER RD
1161
1201
1201
2883
1201
2887
2889
2891 C
2891
2891 B
2893
TRADES WEST RD

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

Applicant Supplemental Information Form

1. **Name of Applicant**: Vin des Verite Distributing, LLC

   D/B/A Name to be used: Vin des Verite Distributing, LLC

   Proposed License Location: 2882 Trades West Road #F

   Telephone number: 505 699-3895

   Email: vdvdistributing@gmail.com

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

   ☑ New License (indicate type: Wine Wholesale)

   ☐ Transfer of location (indicate type: _____)

   ☐ Transfer of ownership (indicate type: _____)

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

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

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

   ☑ No

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

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

   _____)

   ☑ No

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

   ☐ Yes (If yes, please explain: _____

   _____.)

   ☑ No

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

   Current/Previous Hours of Operation: 9:00 AM - 5:00 PM

   Proposed Hours of Operation: 9:00 AM - 5:00 PM

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

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

   ☑ No

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

   What days? N/A.

   What times? N/A.

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

   N/A.

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

N/A.

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

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

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

☑ Business is expected to remain the same.

*Please explain your answer: New Business

_____.

12. **Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved and explain:**

☐ Traffic can be expected to increase on adjacent streets.

☑ Traffic will not increase on adjacent streets.

*Please explain your answer: This is a wholesale operation. There will be no public at this location.

_____.

Name of person completing this form: Ronald Mier

Telephone number: 505 699-3895

Date: December 7, 2021

(FOR CITY USE ONLY)

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

Geographic Information System Mapping (GIS) Department

☑ Yes, this business is located within three hundred (300) feet of a church and/or school. A waiver of the 300 foot location restriction will be requested.

☐ No, this business is not located within three hundred (300) feet of a church and/or school.
(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

Code Enforcement Department

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

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

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

Verification Completed By: Jason Sena

Title: Zoning Supervisor

Date: 1/7/22

(FOR CITY USE ONLY)

Traffic Engineering Department

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

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

Verification Completed By: Regina Wheeler

Title: Public Works Director

Date: 1/7/2021

City of Santa Fe Fire Department

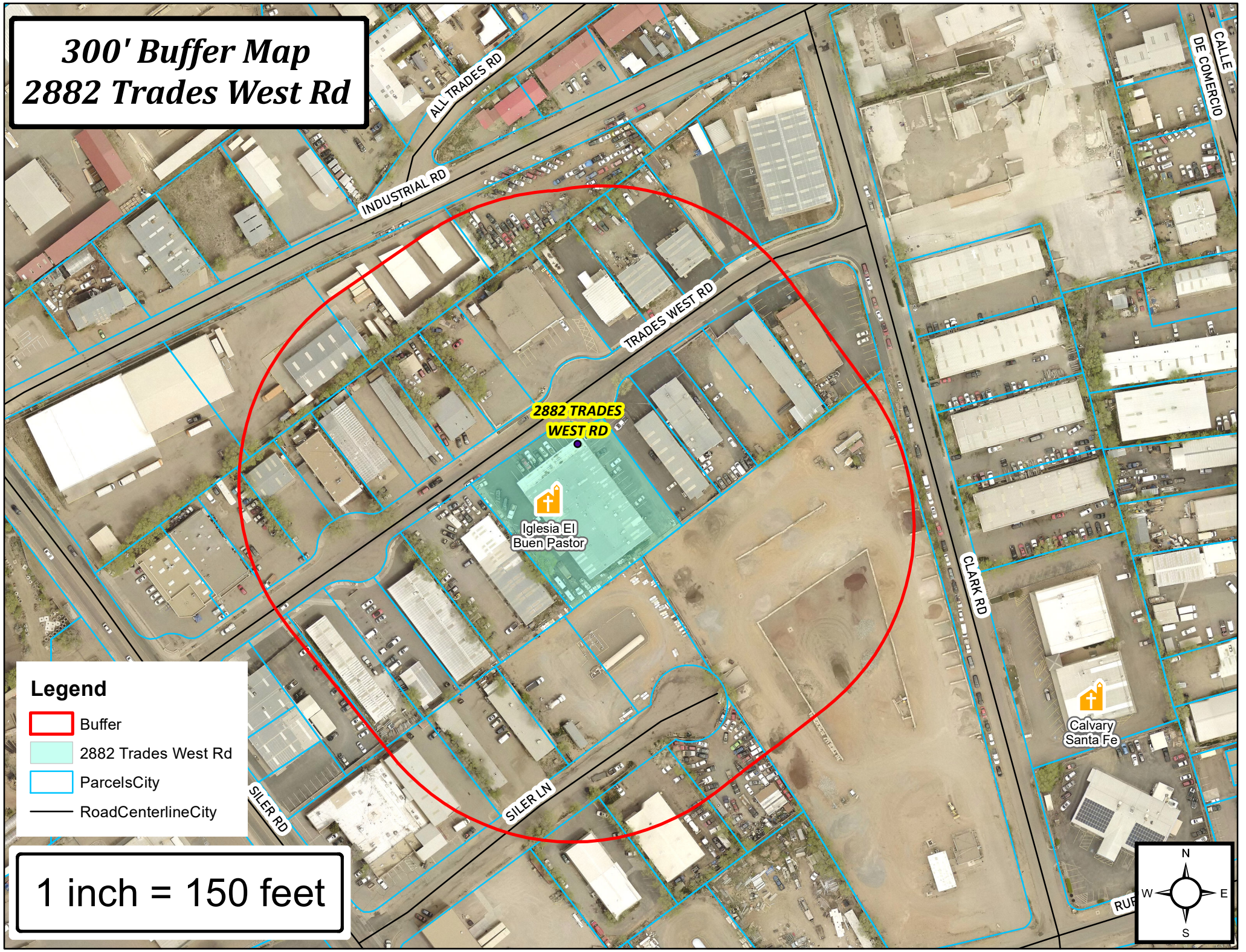
☐ Inspection was completed at the time Certificate of Occupancy was issued.

☐ Inspection was completed in conjunction with the Liquor License Application. (Inspection Completed: _____)

Verification Completed By: _____

Title: _____

Date: _____


300' Buffer Map
2882 Trades West Rd
ALL TRADES RD
INDUSTRIAL RD
TRADES WEST RD
CALLE DE COMERCIO
2882 TRADES WEST RD
Iglesia El Buen Pastor
CLARK RD
Calvary Santa Fe
SILER RD
SILER LN
Legend
Buffer
2882 Trades West Rd
ParcelsCity
RoadCenterlineCity
1 inch = 150 feet
N
W
E
S

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County transferring one million dollars ($1,000,000.00) of County of American Rescue Plan Act (ARPA) funds to the City of Santa Fe for COVID 19 cash assistance relief funds (Kyra Ochoa, Community Health and Safety Department Director; krochoa@santafenm.gov; 955-6603 and Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenmgov; 955-6678

COMMITTEE REVIEW:
Finance Committee 01/18/2022
Quality of Life Committee 01/19/2022
Governing Body 01/26/2022

Item Type - memorandum of agreement (MOA)

Item Owner - Kyra Ochoa

Item Sponsor -

Item Tracking Number - 22-13357

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee - Regular Meeting

Meeting Start Date - 20/01/2022

Meeting Committee - Quality of Life Committee

Item Title - Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County Transferring One Million Dollars ($1,000,000) of County of American Rescue Plan Act (ARPA) Funds to the City of Santa Fe for COVID 19 Cash Assistance Relief Funds. (Kyra Ochoa, Community Health and Safety Department Director; krochoa@santafenm.gov; 505-955-6603 and Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenmgov; 505-955-6678)

Committee Review:
Finance Committee: 01/18/2022
Quality of Life Committee: 01/19/2022
Governing Body: 01/26/2022

Item Type - memorandum of agreement (MOA)

Item Owner - Kyra Ochoa

Item Sponsor -

Item Tracking Number - 22-13357

Motion Type - Approve

Motion Mover -

Motion Seconder -

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Jamie Cassutt, Michael Garcia, Renee Villarreal, Lee Garcia, Amanda Chavez

Vote Against Names -

VOTE SUMMARY



Vote Abstain Names -

Vote Absent Names - Chris Rivera

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee - Regular Meeting

Meeting Start Date - 20/01/2022

Meeting Committee - Quality of Life Committee

Item Title - Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County Transferring One Million Dollars ($1,000,000) of County of American Rescue Plan Act (ARPA) Funds to the City of Santa Fe for COVID 19 Cash Assistance Relief Funds. (Kyra Ochoa, Community Health and Safety Department Director; krochoa@santafenm.gov; 505-955-6603 and Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenmgov; 505-955-6678)

Committee Review:
Finance Committee: 01/18/2022
Quality of Life Committee: 01/19/2022
Governing Body: 01/26/2022

Item Type - memorandum of agreement (MOA)

Item Owner - Kyra Ochoa

Item Sponsor -

Item Tracking Number - 22-13357

Motion Type - Approve

Motion Mover -

Motion Seconder -

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Jamie Cassutt, Michael Garcia, Renee Villarreal, Lee Garcia, Amanda Chavez

Vote Against Names -

VOTE SUMMARY



Vote Abstain Names -

Vote Absent Names - Chris Rivera

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

City of Santa Fe, New Mexico
Memorandum

DATE: December 28, 2021

TO: Alan Webber, Mayor and City Council
Finance and Quality of Life Committee

VIA: Mary McCoy, Finance Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO
Julie Sanchez, Youth and Family Services Division Director jjs

FROM: Melissa Perea, Contract Administrator MP

ITEM AND ISSUE:
Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County transferring one million dollars ($1,000,000.00) of County American Rescue Plan Act (ARPA) funds to the City of Santa Fe for COVID 19 cash assistance relief funds (Kyra Ochoa, Community Health and Safety Department Director; krochoa@santafenm.gov; 955-6603 and Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov; 955-6678)

BACKGROUND AND SUMMARY:
The City of Santa Fe allocated over three million dollars in direct cash assistance with CARES Act funding in 2020.

Santa Fe County will provide the City of Santa Fe with one million dollars of their ARPA funding to support a direct cash assistance relief program to low or moderate income families within the City and County of Santa Fe who have experienced a financial hardship due to the COVID 19 pandemic.

The City and County will jointly determine eligibility criteria and procedures to be followed when administering financial assistance.

Ensuring that one contract is executed will avoid duplication of clients served and help with data collection on an evaluation of the program.

PROCUREMENT METHOD:
Memorandum of Agreement with funding attached.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203143.

FUNDING SOURCE:
The funding will be administered through Community Services Admin.

The funding allocation will go to:
Fund Name/Number: Community Services Admin 100
Munis Org Name/Number: Community Services Admin/1001001 AH
Munis Object Name/Number: Grants and Services/510400 AH

ACTION REQUESTED:
The Community Health and Safety Department and Youth and Family Services Division respectfully requests your review and approval.

Signature: Kyra Ochoa (Dec 30, 2021 10:37 PST)

Email: krochoa@santafenm.gov

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203143

Contractor: MOA with Santa Fe County

Description: MOA between the City of Santa Fe and the Santa Fe County for the use of a million dollars of American Rescue Plan Act Funds for assistance for residents affected by the COVID-19 pandemic

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: When Signed Term End Date: None

☐ Approved by Council Date: _____

Contract / Lease: Memorandum of Agreement

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ N/A

Extend Termination Date to: N/A

☐ Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: Memorandum of Agreement

Fran Donaway (Jan 10, 2022 10:45 MST)

Purchasing Officer Review: Date: Jan 10, 2022

Comment & Exceptions: MOA with SF County - Direct Cash Assistance /no procurement of services or goods.

4. Funding Source: Community Services Admin Org / Object: 1001001/510400

Andy Hopkins (Jan 5, 2022 10:46 MST)

Budget Officer Approval: Date: Jan 5, 2022

Comment & Exceptions: _____

Staff Contact who completed this form: Melissa Perea Phone # (505) 955-6826

Email: maperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: MOA with Santa Fe County

Procurement Title: MOA with Santa Fe County in the use of ARPA funds

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Community Health & Safety Staff Name Melissa Perea

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 Perea	Contracts Administrator	11/30/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Jon Dorsey (Jan 10, 2022 10:45 MST)	Chief Procurement Officer	Jan 10, 2022
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.

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY and THE CITY OF SANTA FE
REGARDING
Use of American Rescue Plan Act Funds for Assistance for Residents Affected by the COVID-19 Pandemic

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is entered into on this ____ day of _____, 2021, by and between the CITY OF SANTA FE, a municipal corporation ("CITY"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY"), regarding the Use of American Rescue Plan Funds for Cash Assistance for Residents Affected by the COVID-19 pandemic.

WHEREAS, the American Rescue Plan Act (ARPA) established a Coronavirus Local Fiscal Recovery Fund to support state and local governments in responding to the impact of the COVID-19 virus pandemic; and

WHEREAS, the United States Department of the Treasury promulgated Interim Final Rule to implement the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the Interim Final Rule recognizes that the widespread public health and economic impacts of the COVID-19 virus pandemic have fallen severely on disadvantaged populations, including those of low income; and

WHEREAS, the County has received funding from the American Rescue Plan Act; and

WHEREAS, the Interim Final Rule states that recipients of ARPA funding "may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic"; and

WHEREAS, the Interim Final Rule authorizes cash transfer programs that "focus on unemployed workers or low- and moderate-income families, which have faced disproportionate economic harms due to the pandemic"; and

WHEREAS, the City and the County agree that financial assistance for residents who have experienced financial hardship due to COVID-19 continues to be required during the ongoing pandemic, as authorized by ARPA;

WHEREAS, the City has administered a financial assistance program for residents who have experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses, through a contract with Up Together.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF AGREEMENT

A. The County will provide the City with $1,000,000.00 in ARPA funds for the City to contract with a cash dispersal platform to administer financial assistance to low- or moderate-income families within the County who have experienced financial hardship due to the COVID-19 virus pandemic.

B. The City will contract with a cash dispersal platform to administer financial assistance to low- or moderate-income families within the County who have experienced financial hardship due to the COVID-19 virus pandemic.

C. The City and County will jointly determine eligibility criteria and procedures to be followed when administering financial assistance.

2. TERM. This Memorandum shall be in effect upon the date of last signature by the parties hereto and shall terminate, unless terminated earlier by any party pursuant to Article 4 (Termination).

3. TERMINATION. This Memorandum may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

4. AMENDMENT. This Memorandum shall not be altered, changed, or amended except by an instrument in writing signed by the parties.

5. LIABILITY. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

6. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the City or County in connection with this Memorandum is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq., as amended. Neither the City nor the County, including their "public employees" as defined in the New Mexico Tort Claims Act, waive sovereign immunity, nor 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.

7. APPROPRIATIONS. The City and County's performance of the duties under this Memorandum are contingent upon sufficient appropriations and authorization being made by the City Council for the City's, and the Santa Fe County Board of County Commissioners for the County's, performance of the duties under this Memorandum. If sufficient appropriations and authorization are not made by the City or County's respective governing council or board, this Agreement shall terminate immediately upon written notice being given by the City or County to the other party.The City or County's decision as to whether sufficient appropriations are available shall he accepted by the other party and shall be final.

8. THIRD PARTY BENEFICIARIES. By entering into this Memorandum, the parties do not intend to

create any right, title or interest in or for the benefit of any person other than the City and County. No person shall claim any right, title or interest under this Memorandum or seek to enforce this Memorandum as a third party beneficiary.

9. ASSIGNMENT. None of the parties shall assign or transfer any interest in this Memorandum or assign any claims for money due or to become due under this Memorandumwithout the prior written approval of the other parties.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum as of the last signature of the parties hereto.

CITY OF SANTA FE:

_____ _____
ALAN M. WEBBER, MAYOR DATE

ATTEST:

_____ _____
KRISTINE BUSTOS MIHELCIC, CITY CLERK DATE

CITY ATTORNEY:

Marcos Martinez
Marcos Martinez (Nov 29, 2021 08:00 MST)
SENIOR ASSISTANT CITY ATTORNEY

Nov 29, 2021
DATE

APPROVED FOR FINANCES

_____ _____
MARY T. MCCOY, FINANCE DIRECTOR DATE

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS:

_____
Henry P. Roybal
Chair, Santa Fe County Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

Date

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

November 1, 2021
Date

Finance Division:

Yvonne S. Herrera
Finance Director

11/2/2021
Date

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of Wastewater Compost department to Purchase a Mccloskey 621REWT Trammel in the total amount of $373,315.00. (Julian Gonzalez, WWMD Plant Operator, jrgonzales@santafen.gov)

1. Request approval of a Budget Adjustment/ Budget increase in the amount of $373,315 from the Waste Water Management Department Cash Balance.

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Finance Committee: 01/18/2022
Governing Body:01/26/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 21-12991

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

Memorandum

HLH

DATE: Oct 22, 2021

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

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Department Director SJ
Michael Dozier, Wastewater Management Director

FROM: Julian Gonzales, Wastewater Management Assistant Superintendent JG

ITEM AND ISSUE:
Request for the Approval of Wastewater Compost department to Purchase a McCloskey 621REWT Trommel in the total amount of $373,315.00 .This piece of equipment is used to screen material in the compost process. Vendor: Wagner Equipment Co.
Julian Gonzales , jrgonzales@santafen.gov 505-470-0291

BACKGROUND AND SUMMARY:
The wastewater compost facility utilizes this piece of equipment in the compost process to screen the compost fine material. Equipment also separates the overs material to a different pile in the process. The unit we use will not keep up with the demand. This unit is needed to keep up with the amount of material being processed. If demand is not met material will be sent to the landfill for disposal at a substantial cost.

PROCUREMENT METHOD:

Procurement Method; Cooperative Educational Services 18-020B-C103- Heavy Equipment, Parts, Accessories , Supplies and RELATED Services. Expiration date: June 7, 2022

FUNDING SOURCE:
Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW COMPOST/5000366
Munis Object Name/Number: Rep & Maint Machin & Equip/ 520400
In the amount of : $373,315.00
ACTION REQUESTED:
Wastewater Management Division, Compost Section respectfully requests your review and approval for the purchase.

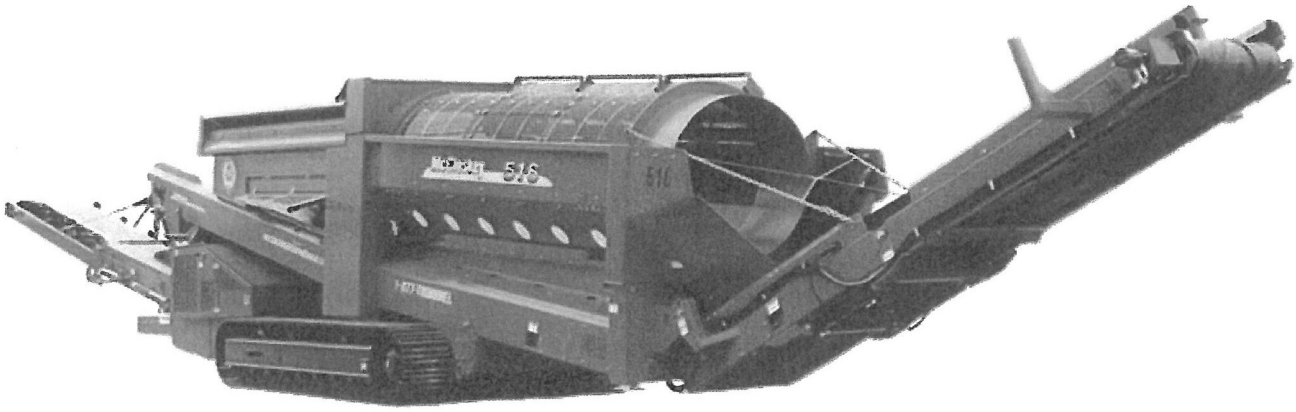
Wagner Equipment Co.
4000 Osuna Road NE
Albuquerque, NM 87109

October 22, 2021

Dear Mr. Julian Gonzales,

We would like to thank you for your interest in Wagner Equipment Company and McCloskey Trommels. The information, specifications, pictures, and pricing of the McCloskey 621REWT Trommel can be found below.

McCloskey 621REWT Trommel



Manufacturer – McCloskey
Make – 621REWT Trommel
Mobility – Tracked
Remote Controlled Radial Conveyor
Drum Size – 6'x21'
Screening Area – 296 square feet
Trommel Angle – 5 degrees
Drive System – Direct Drive
Trommel Speed – 10-30 RPM
Adjustable Speed – Yes
Engine – Cat C4.4L Tier 4 Final, 175 HP
Engine Speed – 2200 RPM
Feed Hopper – 6.5 cubic yards
Hydraulic Tipping Grid – Over hopper, includes spill plate, 4" spacing, eliminates any oversize material
Radial Conveyor Motion – 180 degree Rotation
Radial Conveyor Width – 42"

Wagner Equipment Co.
4000 Osuna Road NE
Albuquerque, NM 87109

McCloskey 621RE Trommel **FOB Santa Fe, NM**	**$373,315**

CES Contract Number: 18-020B-C201

We appreciate the opportunity to extend this quote. This quote is good for 60 days. If you have any questions, please do not hesitate to reach out.

Sincerely,

Aubrey Athey

Aubrey Athey
Crushing and Screening Sales
New Mexico and Far West Texas
(505)-252-1149

Your New Mexico Purchasing Cooperative

CES

Since 1979

RENEWAL OF CONTRACT

made by and between

COOPERATIVE EDUCATIONAL SERVICES

And

WAGNER EQUIPMENT, INC.

Said Contract(s) being numbered:

18-020B-C201-ALL Generation Supplies, Power
18-020B-C103-ALL Heavy Equipment, Parts, Accessories, Supplies and Related Services

This Contract's initial one (1) year Term commenced on June 8, 2018 and will expire on June 7, 2019. The Term of Contract in 2018-020 RFP C provides the Contract may, by mutual written agreement, be renewed annually for up to three (3) additional one (1) year terms, for up to four (4) years total, through June 7, 2022. Cooperative Educational Services hereby wishes to renew the Contract through the remainder of the four-year term expiring on June 7,2022. Upon signature of an authorized officer of the above-named company or corporation, the Contract is hereby renewed.

This renewal shall be subject to the same Terms and Conditions contained in the original Request for Proposal documents, contract changes and/or updates.

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature _____ Date **May 13, 2019**

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings in the Terms and Conditions for *"Discontinued Products"* and *"New Technology and Price Reduction"* of the RFP.

CONTRACT HOLDER

Authorized Signature Keith Sampson Date 5.14.2019

Printed Name Keith Sampson Title 5.14.2019

NOTE: This Contract Renewal should be received by 4:00 p.m. at the offices of CES on 5/23/19

If you do not wish to renew this Contract, please sign below and return this agreement.

Terminate: We wish to terminate this Contract effective 05/23/19

Authorized Signature _____ Date _____

Printed Name _____ Title _____

COOPERATIVE EDUCATIONAL SERVICES

June 19, 2018

Contract Award Letter

Keith Sampson
WAGNER EQUIPMENT, INC.
4000 Osuna Road NE
Albuquerque, NM 87109

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

18-020B-C201-ALL generation supplies, power

18-020B-C103-ALL Heavy Equipment, Parts, Accessories, Supplies and Related Services

Dear Mr. Sampson,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2018-020 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the RFP documents that you submitted in your bid. I suggest that you take this award and place it with a copy of the bid that you submitted. Please read carefully the paragraph above

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

> Wagner Equipment Co. is your Caterpillar dealer in Colorado, New Mexico and Far West Texas. Through Wagner International, we also serve Mongolia. Since 1976, Wagner sells and rents quality Cat machines used in heavy construction, building construction, mining, waste handling, paving, municipal and governmental applications, forestry, and more. Wagner proudly represents Challenger ag tractors and harvesting equipment for the Agricultural industries. We are a complete source for any size of equipment...all designed for top performance and dependability. Quality products...backed by unequaled support. That's what sets Wagner apart. We maintain numerous full-service facilities throughout our territories, along with many Wagner Rents Cat Rental Stores. Together with strategically located resident sales and service representatives, dozens of convenient parts drop boxes, and online parts ordering, we're where you need us to be. Plus, with over 235 field service technicians, exceptionally large inventories of machines and replacement parts, and a commitment by all of us to meet and exceed your expectations, we'll keep you up and running, making your business as productive - and profitable - as it can be.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

ACCEPTANCE OF OFFER and CONTRACT AWARD

RFP NUMBER 2018-020

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined the RFP documents and hereby offer and agree to furnish all labor, materials, and supplies in compliance with all terms, conditions, specifications and amendments in this RFP and any written exceptions as agreed to by CES. The contract shall consist of the RFP documents, the Offeror's Response and any other documents required by CES.

Company Name Wagner Equipment Co.

Address 4000 Osuna Road NE City Albuquerque State NM Zip 87109

Contract Contact Person Keith Sampson

Authorized Signature Keith Sampson Printed Name Keith Sampson

OFFER EXTENDED TO TEXAS SERVICE AGENCIES

☐ If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. **The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term.** However, no contract extension exists unless and until the contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

David Chang
CES Authorized Signature

Awarded this 8th day of June ,2018

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/WWMD/Compost	11/22/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Rep. Maint. Machinery & Equipm	5000366	520400		373,315	
				373,315	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 373,315	$ -

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

Budget Increase from Cash Balance in WWMD Enterprise Fund to fund FY 2021 purchase.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(373,315)
TOTAL:	**(373,315)**

Maya Martinez 11/22/2021
Prepared By *{print name}* Date

Michael Dozier (Nov 22, 2021 14:49 MST)
Division Director Signature *{optional}* Date

Shannon Jones (Nov 22, 2021 16:52 MST) 11/22/2021
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Nov 22, 2021 17:09 MST) 11/22/21
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Wagner Equipment Co.

Procurement Title: Procurement of screening equipment for Compost Facility

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 WWM Compost Department Staff Name Julian Gonzales

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
☑	X	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: _____

Julian Gonzales (Nov 22, 2021 14:46 MST)

Julian Gonzales — WW Assistant Superintendent — 11/19/21
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Duraway (Nov 29, 2021 10:56 MST)

Chief Procurement Officer — Nov 29, 2021
Purchasing Officer (attesting that all information is reviewed) — Title — Date

*

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

*

Signature: Andy Hopkins
Andy Hopkins (Nov 23, 2021 12:38 MST)

Email: ajhopkins@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/13/2021

ISSUE NO. 7b

Request for the Approval of Wastewater Compost department to Purchase a Mccloskey 621REWT Trammel in the total amount of $373,315.00. (Julian Gonzalez, WWMD Plant Operator, jrgonzales@santafen.gov)

1. Request approval of a Budget Adjustment/ Budget increase in the amount of $373,315 from the Waste Water Management Department Cash Balance.

Committee Review:

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/03/2022 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request to award bid number '22/15/B for the Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 to A.A.C. Construction, LLC. For an estimated cost of $1,041,000.00 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov, 955-4273)

1. Request approval of a BAR Budget Increase in the amount of $1,041,000 from the Water Enterprise Fund Cash Balance.

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

Item Type - budget adjustment resolution (BAR)

Item Owner - Bill Huey

Item Sponsor -

Item Tracking Number - 21-12992

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Chris Rivera

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

A summary of the bid from A.A.C. Construction, LLC. is provided below:

Bid Item#	Description	Quantity	Units	Unit Cost	Item Total
1	Richards Avenue East Master Meter Vault, including all piping, fittings, valves, excavation, electrical, surface improvements, applicable permits including SWPPP, cip,	1	**LS**	**$551,306.70**	$551,306.70
2	Campo Conejo Master Meter Vault, including all piping, fittings, valves, excavation, electrical, and surface improvements, applicable permits including SWPPP, cip.	1	**LS**	**$275,653.35**	$ 275,653.35
				Subtotal	**$ 826,960.05**
				ALLOWANCE: **Electrical Service**	$0.00
				ALLOWANCE: **Utility Relocation**	$25,000.00
				ALLOWANCE: **Construction Materials Testing**	$25,000.00
				ALLOWANCE: RTU and SCADA	$0.00
				Base Bid + Allowances, Subtotal	$876,960.05
				New Mexico Gross Receipts Tax@ 8.4375%	$73,993.50
				Total Estimated Cost	**$950,953.55**

CONTRACT NUMBER:
The FY22 Munis contract number: A.A.C Construction # 3203112

FUNDING SOURCE:
The funding source is: Water Enterprise Cash Balance/ CIP

FY 2022
Fund Name/Number: Water Enterprise Fund/ 505
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

Funds for this work will be available in Business Unit, Line Item 505395.572970 in the amount of $1,041,000.00 including NMGRT upon approval of the attached BAR Budget Increase.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contract to A.A.C Construction, LLC for the Richards Ave. East and Campo Conejo Master Meter Vaults, CIP # 960 under ITB No. '22/15/B for a total amount of $1,041,000.00 inclusive of NMGRT for FY2021-22.
- Approval of the BAR – Budget Increase in the amount of $1,041,000.00 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.
- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval at the January 3, 2022 meeting and to the Governing Body for their final consideration and approval at the January 12, 2022 meeting.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	11/15/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction Master Meters	5050395	572960	WTR1950534	1,040,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,040,000	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract award to

AAC Construction for Master Meters Richards Ave, CIP # 906 ITB 22/15/B

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,040,000)
TOTAL:	**(1,040,000)**

Maya Martinez 11/15/2021
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Shannon Jones (Nov 17, 2021 10:26 MST) 11/17/2021
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins (Nov 17, 2021 10:42 MST) 11/17/21
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Item#_____
Munis Contract# 3203112

CITY OF SANTA FE
CONSTRUCTION CONTRACT
RICHARDS AVE EAST AND CAMPO CONEJO
MASTER METER VAULTS, CIP # 960

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**,hereinafter referred to as the "City," and **A.A.C. Construction, LLC**, hereinafter referred to as the "Contractor and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Master Meter Vault installation Contract ITB. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and of water mains, valves, hydrants, metered water service lines and settings,pressure reducing valves, vaults, and other incidental work such as pavement removal andreplacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and otherContract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwisespecified.

2) Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work a total amount of nine hundred sixty thousand dollars ($960,000) in (FY22). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eighty one thousand dollars ($81,000) shall be paid by the City to theContractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million forty-one thousand dollars ($1,041,000) for the term of this Agreement.

B. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performedand 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, andoutlining steps the Contractor may take to provide remedial action. Upon certification by the Citythat the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150NMSA 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 City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; or the Contractor's sending of the notice of termination, if the Contractor's the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either parties 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 of 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 furtherobligations for salaries, services or any other expenditure of funds under this Agreement withoutwritten approval of the City; 2) comply with all directives issued by the City in the notice oftermination as to the performance of work under this Agreement; and 3) take such action as theCity shall direct for the protection, preservation, retention or transfer of all property titled to theCity and records generated under this Agreement. Any non-expendable personal property orequipment provided to or purchased by the Contractor with contract funds shall become propertyof 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 sufficientappropriations and authorization are not made by the City Council, this Agreement shall terminateimmediately upon written notice being given by the City to the Contractor. The City's decision asto whether sufficient appropriations are available shall be accepted by the Contractor and shall befinal. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or anyother benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes,including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars($25,000), the following bonds or security shall be delivered to the City and shall become bindingon 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 570as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specifiedin the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specifiedin the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public worksbuilding project if the subcontractor's contract for work to be performed on a project is one hundredtwenty-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 relievethe 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 fromor under this Agreement.

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall becomethe property of the City and shall be delivered to the City no later than the termination date of thisAgreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, duringthe term of this Agreement, shall not acquire any interest, direct or indirect, which would conflictin any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complieswith all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Contractor's representations and warranites in Paragraphs A and B of this Article

C. Contractor's representations and warranties in Paragraph A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was enteredinto by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of thisAgreement 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 13 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 fundingdue to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of theproposed 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 ofWork as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manageror 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 meetsthe following criteria:

The Project Manager shall draft a written Change Request for review andapproval 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.

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 unlessembodied in this Agreement.

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, 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 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 subjectto the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, NMSA 1978 et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive anylimitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall notwaive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unlessexpress and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
A.A.C. Construction, LLC
18 La Luna Road
Santa Fe, NM 87507

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bindContractor, and that no further action, resolution, or approval from Contractor is necessary to enterinto a binding contract.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
A.A.C. Construction, LLC

Andrew Sisneros Digitally signed by Andrew Sisneros
DN: cn=Andrew Sisneros, o=A.A.C. Construction, LLC, ou, email=andrew@cnsp.net, c=US
Date: 2021.11.17 04:22:22 -07'00'

NAME

Managing Member
TITLE

DATE: 11-17-2021
CRS# 03-157349-00-5
Registration # 222939

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 16, 2021 10:18 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572970 AJH
Org/Obj AJH

WTR1950534

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203112

Contractor: **A.A.C Construction**

Description: **CIP# 906 Master Meters Richards PL# WTR1950534**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/22**

☑ Approved by Council Date: **Pending**

Contract / Lease: Contract $1,041,000

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History: 22/15/B**

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source: Water Enterprise Fund CIP** **Org / Object: 5050395.572970**

Andy Hopkins (Nov 17, 2021 15:37 MST) Nov 17, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2021

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

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

PRODUCER	CONTACT NAME: Susan Vance	
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300	FAX (A/C, No): (505) 881-0908
	E-MAIL ADDRESS: svance@downeyandco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Donegal Insurance Group	
INSURED A.A.C. Construction, LLC 18 La Luna Rd Santa Fe NM 87507	INSURER B: New Mexico Mutual Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPT9030765	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OPAGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA9030765	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CXL9030765	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		93890.105	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

CITY OF SANTA FE WATER DIVISION
801 W. SAN MATEO ROAD
SANTA FE NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan J. Vance

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of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage)	Statutory
Employer's Liability	$100,000
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: $500,000 each occurrence; $1,000,000 aggregate. Property damage liability: $500,000 each occurrence; $1,000,000 aggregate.
Auto Liability (including non-owned auto coverage)	Bodily injury liability: $500,000 each person; $1,000,000 each occurrence. Property damage liability: $1,000,000 each occurrence

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than $25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

Business Location: 18 LA LUNA RD
SANTA FE, NM 87507

CRS Number: 03157349-00-5

Owner: Andrew Sisneros

License Number: 222939

License Type: Business License - Renewable

Issued Date: June 07, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: June 07, 2022

Fees Paid: $10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
SANTA FE , NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Construction

Procurement Title: 22/15/B Master Meter Richards CIP 906

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

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

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Bill Huey

Public Utilities Dept / Water Division/Bill Huey Engineer

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

Chief Procurement Officer

Purchasing Officer (attesting that all information is reviewed) Title Date

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

*

Signature: Mike Moya
Mike Moya (Nov 16, 2021 14:41 MST)

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/13/2021
ISSUSE NO. 7c Request to award bid number '22/15/B for the Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 to A.A.C. Construction, LLC. For an estimated cost of $1,041,000.00 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov, 955-4273) 1. Request approval of a BAR Budget Increase in the amount of $1,041,000 from the Water Enterprise Fund Cash Balance. **Committee Review:** Public Works and Utilities Committee: 12/13/2021 Finance Committee: 01/03/2022 Governing Body: 01/12/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 01/03/2022 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		

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for approval of Amendment # 2 to the Professional Services Agreement with Carollo Engineers, Inc. for engineering services during construction and a term extenstion of thirteen months, (John Del Mar, Engineer Supervisor, jpdelmar@santafenm.gov, 955-4231)

1. Request for approval of a Budget Adjustment Resolution (BAR) in the amount of $474,519 from the Water Enterprise Fund for Amendment # 2 with Carollo Engineers, Inc PSA.

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

Item Type - contract amendment

Item Owner - John Del Mar

Item Sponsor -

Item Tracking Number - 21-13034

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

The term extension ensures professional services during bidding and for the initial period of the construction phase, currently estimated to last 30 months (2.5 years). Initially, the extension will allow for bid-phase services that were included in Amendment No. 1. No additional funding is needed for bid-phase services. After the bid phase (scheduled for early 2022) is complete, the project will proceed to the construction phase. The contract has a maximum period of four years including all extensions (ending at the latest on Jan 31, 2023), so engineering services during construction after that time will need to be procured under a new contract. The current contract expires December 31, 2021.

The tasks for engineering services during construction fall within the "Construction Management" scope included (but not funded) in the original contract. A detailed description of the scope and fee of $437,596.00 plus NMGRT (not-to-exceed amount) requested is included in the attached "Exhibit C" from Carollo. Engineering services during construction are needed to address design questions and changes during construction, and are best provided by the design engineer. Engineering services are further needed for project coordination and general engineering support throughout construction. These engineering services are especially important at this time due to significant personnel shortages in the engineering section of the Water Division.

PROCUREMENT METHOD:
The procurement method RFP 19/10/P Awarded on 1/20/2019**.**

CONTRACT NUMBER:
The FY20 Munis contract number is 3200500
WTR 1950528,

FUNDING SOURCE:
Funding will be available under Water CIP/ WIP Design - Org/Obj 5050395.572960, upon approval of the attached BAR Budget Increase in the amount of $474,519. This project is listed in the Public Utilities Department CIP and funded from the Water Division rate based cash balance.

The funding source is:
Fund Name/Number: Water Enterprise / 505
Munis Org Name/Number: CIP/ 5050395
Munis Object Name/Number: WIP Design/ 572960

ACTION REQUESTED:
Staff requests approval of Amendment No. 2 to PSA with Carollo Engineers Inc. for *Engineering Services related to the Canyon Road Water Treatment Plant (CRWTP) Comprehensive Performance Evaluation and Facility Optimization Evaluation* for a term extension of three (3) years and additional funding in the amount not to exceed $437,596.00 plus NMGRT; Staff requests approval of a Budget Increase BAR in the amount of $474,519

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	12/1/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Design CPE	5050395	572960	WTR1950528	474,519	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 474,519	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment #2 with

with Carollo Engineering for the CPE project.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(474,519)
TOTAL:	**(474,519)**

Maya Martinez 12/1/2021
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 12/1/21
Budget Officer Date

Division Director Signature *{optional}* Date

Shannon Jones (Dec 1, 2021 12:31 MST) 12/1/2021
Department Director Signature Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200500**

Contractor: **Carollo Engineers**

Description: **CPE Design**
PL # WTR1950528

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **as approved** Term End Date: **12/31/21**

☑ Approved by Council Date: **9/30/18**

Contract / Lease: **$477,282 plus nmgrt**

Amendment # **2** to the Original Contract / Lease # **19-0075**

Increase/(Decrease) Amount $ **$437,596 plus nmgrt**

Extend Termination Date to: **1/19/23**

☑ Approved by Council Date: **pending**

Amendment is for:

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

19-0075 Original $477,282 12/31/20
20-0187 Amd #1 $433,544 12/31/21

3. **Procurement History:** **19/10/B**

Fran Delaway (Dec 3, 2021 13:29 MST) Dec 3, 2021
Purchasing Officer Review: Date:

Comment & Exceptions: Amendment 2 to increase and extend term.

4. **Funding Source:** **Water Enterprise Fund CIP** **Org / Object:** **5050395.572960**

Andy Hopkins (Dec 2, 2021 10:04 MST) Dec 2, 2021
Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CERTIFICATE OF LIABILITY INSURANCE

7/4/2022

DATE (MM/DD/YYYY) 7/16/2021

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472595 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Travelers Property Casualty Co of America — 25674 **INSURER C :** Continental Casualty Company — 20443 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 16764870 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO 9730569	7/4/2021	7/4/2022	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 $ 25,000 $ 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	Y	Y	BAP 9730571	7/4/2021	7/4/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	CUP-1S956429-21-NF	7/4/2021	7/4/2022	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $ XXXXXXX
A	**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	Y	WC 9730570	7/4/2021	7/4/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2021	7/4/2022	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: PROJECT #11495A.00; ON-CALL ENGINEERING SERVICES. THE CITY OF SANTA FE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA/EXCESS LIABILITY. THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

16764870
CITY OF SANTA FE
ATTN: WATER DIVISION DIRECTOR
801 W. SAN MATEO
SANTA FE NM 87505

CANCELLATION See Attachments

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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NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

(1) thirty (30) days' notice; or

(2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

(1) sixty (60) days' notice; or

(2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

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.

' Copyright CNA All Rights Reserved.

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

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 for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**60**

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**60**

All other terms and conditions of this policy remain unchanged.

NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**60**

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.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

 Includes copyrighted material of National Council on Compensation Insurance, Inc. with its permission.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

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.

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.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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 the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Zurich American Insurance Company
Endorsement Effective Date:	7/4/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would 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 of 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 written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569
Eff. Date of Pol. 7/4/2021
Exp. Date of Pol. 7/4/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to the above contract(s) and shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 04-84)

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 you are required to waive your rights of recovery in a written contract, agreement or permit with the Named Insured.

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.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: 4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

CRS Number: 03-162628-00-9

Owner: CAROLLO EINGINEERS, INC.

License Number: 117760

License Type: Business License - Renewable

Issued Date: February 10, 2021

Classification: Business Registration - Standard

Expiration Date: February 10, 2022

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, AZ 85034

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: Carollo Engineers
Procurement Title: Engineering Services for Canyon Road Water Treatment Plant CPE and Facility Optimization Project 19/10/P - Amendment #2
Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other*

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

Department Requesting PUD Staff Name John Del Mar

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

John Del Mar, John Del Mar (Dec 1, 2021 10:44 MST) Engineer Supervisor, Water Division Dec 12, 2021
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Dec 3, 2021 13:29 MST) Chief Procurement Officer Dec 3, 2021
Purchasing Officer (attesting that all information is reviewed) Title Date

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

*

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0075; 20-0187

AMENDMENT No.2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 30, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit C-1 to the Task listed in Exhibit A of the original contract.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of four hundred thirty seven thousand five hundred ninety six dollars ($437,596.), plus gross receipts tax, as outlined in Exhibit C-1 attached hereto, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million three hundred forty-eight thousand four hundred twenty-two dollars ($1,348,422.) plus applicable gross receipts taxes.

. 3. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

This Agreement shall terminate on January 19, 2023, unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME & TITLE
Jason Assouline/A. Vice President John Rehring / Vice President

Date: 12/01/2021

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 1, 2021 10:26 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572960 WTR1950528
Business Unit/Line Item

VH

Exhibit C-1: Scope of Services

This scope of services amends City of Santa Fe Contract #19-0075 for engineering design services for improvements at the Canyon Road Water Treatment Plant (CRWTP). The scope of this amendment includes engineering services during construction for the project. Details of this scope of work are described herein.

Task 8 – Construction Management

Task 8.1 Project Coordination During Construction

This subtask includes project coordination to be provided throughout construction such as ongoing assessment of schedule and budget and continuing to provide monthly invoice progress reports to the City for the effort associated with the CRWTP engineering services during construction (ESDC). This subtask also includes ongoing cross-coordination between the engineering disciplines, the City, and the Contractor.

Task 8.1 Assumptions

- Monthly invoices will provide documentation for lump sum payment requests.
- The additional services described in this amendment will extend the duration of this task an additional 13 months (until January 2023).
  - The schedule and duration of construction activities are outside of Consultant's control.
- Budget has been included in this task to coordinate the engineering team during construction.

Task 8.2 Construction Meetings and Site Visits

The Consultant will attend weekly construction meetings, both virtually (the project manager and process lead) and periodically in person. The Contractor will lead the weekly construction meetings and will provide meeting agendas and minutes as well as logs for RFIs, submittals, and work change directives.

The Consultant's engineering team will conduct periodic site inspections throughout the project to review the construction progress, assess general conformance with the Contract Documents, and discuss and document relevant construction issues.

Task 8.2 Assumptions

- The estimated total number of site visits by the engineering team is eleven (11). Each engineer site visit will consist of twenty-four (24) hours of labor, including time on site and travel.

Task 8.3 Requests for Information

This subtask includes review of and responses to Requests for Information (RFIs) that are initiated by the Contractor.

Task 8.3 Assumptions

- Seventy five (75) RFIs are assumed at an average of six (6) hours per RFI response.
  - This represents 75 percent of the total anticipated RFIs for the complete construction project.
- The Contractor will provide a document management platform for the project and will coordinate with the Consultant's construction manager to track all RFIs.
- The Contractor will maintain redline markups of the drawings to document responses to RFIs.

Task 8.4 Submittal Reviews

The Consultant will receive, log, review, and comment on shop drawings, submittals, and samples provided by the Contractor. The Consultant will review submittals to determine if the equipment and materials proposed by the Contractor meet the design intent of the Project and the requirements stipulated in the Contract documents.

Task 8.4 Assumptions

- One hundred and seventeen (117) submittals reviews are assumed at an average of six (6) hours of total review time per submittal. The total review time includes and one (1) resubmittal for each submittal.
  - This represents 2/3 of the total number of submittals anticipated for the complete construction project.
- The Consultant will track the total time spent on submittals and if it exceeds the allocated budget, the Consultant may be entitled to additional compensation if multiple resubmittals are required to achieve approval (i.e., the Contractor is not appropriately managing submittal quality).
- The Contractor will provide the document management platform for the project and will coordinate with the Consultant to track submittals.

Task 8.5 Change Orders and Work Change Directives

The Consultant will assist with the development of Work Change Directives (WCD) by revision of specifications, drawings, and/or sketches, as necessary. The Consultant will review Change Order Requests (COR) from the Contractor.

Task 8.5 Assumptions

- Ten (10) WCDs or CORs are assumed, at an average of fifteen (15) total hours (engineering and CAD) each per WCD/COR.
  - This represents 75 percent of the total WCDs/COR anticipated for the complete construction project.
- The Contractor will provide the document management platform for the project which track and coordinate WCD/COR with the Construction Manager.

Task 8 Deliverables

- Monthly progress report to accompany invoices.
- The Consultant will provide inspection reports to communicate construction observations and deficiencies directly to the City and Contractor.
- Review and response to RFIs.
- Review and response to Contractor submittals.
- Revised contract documents for WCDs or Change Order Requests.

Project Schedule

Total duration of construction for this project is assumed to be approximately 24-months. Contractor mobilization is assumed to starting in March 2022 and the ESDC services included in this amendment are intended to cover construction through January 2023. The overall duration of construction activities is subject to change based on the Contractor's overall construction schedule. Since this scope of services does not include ESDC beyond January 2023, a future ESDC contract will be necessary in order for the Consultant to provide ESDC throughout the remainder of construction as well as to provide record drawings and support during the warranty period.

TMENT PLANT CONSTRUCTION SERVICES 21												
	SENIOR PM (Hours)	SENIOR SPECIALIST (Hours)	SENIOR PROF (Hours)	PROJECT PROF II (Hours)	PROF (Hours)	ASST PROF II (Hours)	ASST PROF I (Hours)	SENIOR TECH (Hours)	TECH (Hours)	DOC PROCESS & CLERICAL (Hours)	**TOTAL LABOR HOURS**	**TOT LAB COS**
s	$270	$252	$225	$200	$169	$147	$139	$172	$139	$99		
ment												
ng Construction	0	80	0	0	0	120	0	0	0	0	200	
d Site Visits	22	240	0	30	100	300	0	0	0	0	692	$
	2	60	0	18	216	154	0	0	0	0	450	
	4	56	0	40	300	300	0	0	0	0	700	$
k Change Directives	0	20	0	6	40	48	0	36	0	0	150	
subtotal: hours	28	456	0	94	656	922	0	36	0	0	**2192**	
SUBTOTAL: COSTS	$7,560	$114,912	$0	$18,800	$110,864	$135,534	$0	$6,192	$0	$0		**$3**
OR HOURS	28	456	0	94	656	922	0	36	0	0	**2192**	
CES (EXCLUDING NMGRT)	$7,560	$114,912	$0	$18,800	$110,864	$135,534	$0	$6,192	$0	$0		**$393**

ITEM # 19-0075

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Carollo Engineers, Inc.** hereinafter referred to as the "Consultant," 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 Consultant shall perform Engineering Design and Consulting Services related to the Canyon Road Water Treatment Plant as described described in Exhibit "A" attached hereto.

2. **Compensation.**

A. The City shall pay to the Consultant in full payment for services rendered, a sum not to exceed four hundred seventy-seven thousand two hundred eighty two dollars ($477,282.), plus applicable gross receipts taxes as described in Exhibit "B" attached hereto. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The parties do not intend for the Consultant to continue to provide services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Consultant 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 Consultant that payment is requested, it shall provide the Consultant a letter of exception explaining the defect or objection to the services, and outlining steps the Consultant 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 Consultant 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 DFA. This Agreement shall terminate on **December 31, 2020** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Consultant's receipt of the notice of termination, if the City is the terminating party, or the Consultant's sending of the notice of termination, if the Consultant 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 Consultant 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 Consultant if the Consultant becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Consultant or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Consultant of notice of termination of this Agreement, the Consultant 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 Consultant 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 Consultant. The City's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional services for the City and are not employees of the ACity of Santa Fe. The Consultant and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City Council as a result of this Agreement. The Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the City unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the City from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Consultant 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 Consultant under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Consultant. Documents, including drawings and specifications, prepared by the Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

12. Conflict of Interest; Governmental Conduct Act.

A. The Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the City if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Consultant agrees to abide by all federal and state laws and rules and regulations of the Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the City of Santa Fe 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, Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance. Consultant 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 Consultant shall furnish the City with proof of insurance of Consultant's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Records and Financial Audit.

The Consultant 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

21. Indemnification.

The Consultant 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, to the extent caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, subconsultants or agents. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or subconsultant under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose,

breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for professional negligence. Additionally, the Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Consultant's subconsultants, that impact project completion and/or success.

22. 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.

23. 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.

24. 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.

25. 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:
Water Division Director
City of Santa Fe
801 W. San Mateo
Santa Fe, New Mexico 87504

To the Consultant:
Carollo Engineers, Inc.
6200 Uptown Blvd. NE, Suite 120
Albuquerque, New Mexico 87110

26. Authority.

If Consultant is other than a natural person, the individual(s) signing this Agreement on behalf of Consultant represents and warrants that he or she has the power and authority to bind

Consultant, and that no further action, resolution, or approval from Consultant is necessary to enter into a binding contract.

27. Standard of Care.

The Consultant shall complete the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

28. City-Provided Information and Services.

The City shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Consultant's services under this Agreement.

29. Estimates and Projections.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.

30. Services During Construction.

The Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the construction documents.

31. Third Parties.

The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder.

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: 2.7.2019

CONSULTANT:
Carollo Engineers, Inc.

NAME AND TITLE
JOHN REHRING VP Becky Luna VP

DATE: 2.15.19

CRS#03-162628-00-9
Registration # 18-00117760

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 1/30/2019

APPROVED AS TO FORM:

12/14
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52350.572960
Business Unit Line Item

Exhibit A: Scope of Services

The scope of engineering services for this project consists of a comprehensive performance evaluation and facility optimization evaluation followed by design and construction management of the selected process improvements. Details of the each task included in this scope of work are described herein.

Task 0 – Project Management

Task 0.1 Project Coordination

Consultant's Project Manager (PM) will provide ongoing project coordination for the project throughout all phases of the project. The Consultant PM will maintain ongoing communications with the City and Consultant project team. In addition, Consultant's PM will coordinate financial management and status of the project as well as serving as the primary point of communication with subconsultants and the City's PM. Consultant's PM will assess potential schedule or budget challenges, should they arise, and will pro-actively discuss corrective actions with the City's PM. Consultant will provide monthly invoices to the City.

Consultant will manage the work of subconsultants identified for work associated with the project scope. The subconsultants for this project include:

- Reservoir limnology – to be provided by a subconsultant for this project. Consultant will employ the services of a limnology subconsultant that specializes in the evaluation and interpretation of data in support of the design of in-reservoir improvements.

Task 0 Assumptions

- Monthly invoices will be provided to provide documentation for lump sum payment requests.
- The duration of evaluation and design phases of the project will be approximately 9 months.
- The schedule and duration of construction activities are outside of Consultant's control, however 12 months of active project management were assumed for this task.

Task 0 Deliverables

- Monthly invoices

Task 1 – Comprehensive Performance Evaluation (CPE)

Task 1.1 Field Investigation

Consultant will conduct a focused site evaluation with up to 4 engineers onsite at the CRWTP for 2 consecutive days to evaluate Priority Processes and solicit operation input on these treatment processes. Priority Processes investigated will include rapid mix, flocculation and sedimentation, filtration, chemical feed systems, residuals handling thickeners and centrifuges, and the CRWTP electrical and control system (including standby generator). Key equipment in the Priority Processes will be evaluated for its probability of failure and consequence of failure based on the visual assessment and judgement of the engineer conducting the assessment at the time of the assessment. Available data will be collected or requested and reviewed as available with the CRWTP staff to understand plant operational concerns and facility limitations. Information will be documented using electronic collection methods.

Task 1.2 CPE Report

After the field investigation, Consultant will evaluate limitations of the Priority Processes relative to the New Mexico Environment Department (NMED) design standards and typical industry practice, consistent with the USEPA CPE protocol. Supplemental data needed to support the evaluation will be requested of the City and reviewed, or recommended for collection. The resulting CPE will be documented in a concise report.

Consultant will conduct a workshop with the City to review the draft CPE Report, revise the report to address City comments, and submit a final report.

Task 1 Assumptions

- Consultant staff conducting the two-day onsite work will include process engineers, a structural engineer, an electrical/I&C engineer.
- Evaluations will be limited to the Priority Processes.
- One workshop in Santa Fe to review the draft CPE report.

Task 1 Deliverables

- Information collected from the onsite assessment will be delivered in an electronic format.
- One draft and one final CPE report will be provided, each submitted in electronic format.

Task 2 – Facility Optimization Evaluation (FOE)

Task 2.1 FOE Capital Analysis

Consultant will identify a list of potential CRWTP improvements based on CPE findings in a Facility Optimization and Evaluation (FOE) plan. Consultant will develop a schematic figure, a cost estimate consistent with an AACE Class 5 estimate, and a one-page summary fact sheet for up to 10 individual capital improvements to support development of a prioritized capital improvement plan (CIP) under Task 2.3. The consulting team will also work with the City to establish finished water quality goals for the CRWTP.

The consulting team will also evaluate the data to determine if reservoir oxygenation may be cost-effective in addressing water quality concerns and reducing water treatment capital and O&M costs. Hypolimnetic oxygenation is one possible in-lake treatment method that could reduce dissolved iron and manganese and provide other water quality benefits such as reducing internal recycling of nutrients that contribute to algae blooms. Since water quality data do not exist, conservative assumptions regarding oxygen demands will be used.

Reservoir temperature and oxygen profiles do not currently exist, and the initial season of data collection will not be available. The existing stage-area-capacity table, bathymetric survey and historical reservoir inflows, releases and water levels will be used to assist in developing estimates of oxygen demands.

The consulting team will compare reservoir oxygenation with treatment processes at the CRWTP to address iron and manganese and other raw water quality concerns.

Task 2.2 FOE O&M and Energy Optimization

Consultant will identify potential lower-capital modifications that can improve operations (e.g., gravity thickener and centrifuge operation) and energy optimization opportunities based on the information collected during the CPE field investigation. These items will be documented along with estimates of capital costs (consistent with AACE Class 5) and conceptual-level O&M savings in a tabular summary delivered to the City.

The Consultant will conduct an operator training workshop, at the CRWTP, that will focus on presenting the operational considerations associated with each of the recommended facility optimization recommendations.

The consulting team will conduct a site visit with City staff to review field and laboratory water quality parameters sampling and analysis. This analysis will include recommendations for frequency of monitoring. In addition, recommendations will be provided on use of water quality monitoring equipment anticipated to be purchased by the City (i.e.,sonde).

Task 2.3 Prioritized CRWTP CIP

Consultant will propose a set of evaluation criteria and weighting for the 10 capital projects identified in Task 2.1 for the City's review and editing. Consultant will evaluate the 10 projects against these criteria and use a weighted decision model, with the City's revised criteria and criteria weighting, to prioritize the projects for timing of implementation. The resulting CIP will be presented to the City on a proposed timeline at a workshop in Santa Fe, revised based on comments received at the workshop, and documented in a single version of a technical memorandum that summarizes the Task 2.1 through 2.3 work.

Task 2 Assumptions

- Capital costs will be developed for up to 10 individual projects consistent with AACE Class 5 estimates.
- Tabular summary of potential operational and energy optimization opportunities.
- In-reservoir water quality data collection and analysis will commence no later than April 2019. After the April to November 2019 monitoring period, the consultant will provide a summary of physical, chemical, and biological parameters from this monitoring period.
- City will provide a single set of edits on proposed criteria and weighting that will be used to determine the prioritized CIP. Consultant will score the CIP projects against the criteria and present weighted criteria decision model results at a single workshop in Santa Fe.
- One workshop in Santa Fe to review proposed CIP prioritization and collect City comments.

Task 2 Deliverables

- Single version of a technical memorandum summarizing Tasks 2.1 through 2.3, submitted in electronic format.

Task 3 – Preliminary Engineering Report (PER)

Task 3.1 System Upgrades, Opinion of Cost, and PER

As directed by the City, Consultant will proceed with some or all of Tasks 3 through 8. Consultant and the City will identify the highest priority upgrades identified in Task 2 for development of a preliminary engineering report (PER) under Task 3 and design and construction under Tasks 4 through 8.

It is assumed that that the highest priority projects in Tasks 3 through 8 include the Nichols Reservoir Aeration System, the Filter Influent Chlorine Feed System to address influent water quality, and the Clarifier Tube Settler Replacement. The consulting team will work with a nationally-known supplier of reservoir oxygenation equipment to refine estimates of oxygen requirements and planning-level capital costs. On-site oxygen generation at Nichols Reservoir will be compared to trucking of liquid oxygen and storage at the site.

An implementation plan will be developed for the selected improvements. A succinct draft and final PER following the guidelines of NMED Part 1.1 will be developed for the selected improvements. The PER will include the relevant section outlined in Part 1.2 of the Recommended Standards for Water Supply Systems as well as the finished water quality goals for the CRWTP established in Task 2.1.

Task 3 Assumptions

- The PER will be developed for Nichols Reservoir Aeration System, Filter Influent Chlorine Feed System, and the Clarifier Tube Settler Replacement.
- No bench or pilot scale testing will be required for any of the selected improvements.
- Update of estimate of capital and O&M costs from Task 2 for the selected improvements.

Task 3 Deliverables

- Draft and final succinct PER of selected improvements.

Task 4 – Conceptual Design (30%)

Task 4.1 30% Design - Reservoir Aeration and Filter Influent Chlorine Feed

Consultant will develop a conceptual design of the Nichols Reservoir Aeration System and Filter Influent Chlorine Feed System. The in-progress design documents will be made available for the City review and will include preliminary layouts, P&IDs, and preliminary equipment and electrical information. In order to meet the project accelerated project schedule, a formal review of the 30 percent documents will not be conducted by the City.

Task 4.2 30% Design - Clarifier Tube Settler Replacement

Consultant will develop a conceptual design of the Clarifier Tube Settler Replacement. The in-progress design documents will be made available for the City review and will include preliminary layouts, P&IDs, and preliminary equipment and electrical information. In order to meet the project accelerated project schedule, a formal review of the 30 percent documents will not be conducted by the City.

4.3 Construction Estimates and Operations Costs

The previously-developed Class 5 capital cost for the Task 4.1 items will be carried forward for this phase of the project and will not be updated. A Class 5 capital cost will be developed for the Clarifier Tube Settler Replacement.

Task 4 Assumptions

- A formal 30 percent submittal and review will not be conducted for the process improvements.
- In-progress design documents will be made available for City review and comments can be provided to the Consultant project team via the Consultant PM at any time during the continuous design development process.
- Survey data for the clarifier structural elements, tube settlers, and launders will be provided by the City.
- Geotechnical information is not necessary for the anticipated process improvements since they do not include new facilities/structures.
- A 1-day operator training will be conducted by Consultant's PM and process lead at the CRWTP.

Task 4 Deliverables

- No formal submittal

Task 5 – Preliminary Design (60%)

Task 5.1 60% Design - Reservoir Aeration and Filter Influent Chlorine Feed

Consultant will provide preliminary construction plans and a list of anticipated specifications for the Nichols Reservoir Aeration System and Filter Influent Chlorine Feed System improvements. A 60 percent submittal workshop will be held in Santa Fe to review the plans and collect City review comments.

Task 5.2 60% Design - Clarifier Tube Settler Replacement

Consultant will provide preliminary construction plans and a list of anticipated specifications for the Clarifier Tube Settler Replacement. City review comments will be collected as part of the Task 5.1 workshop.

Task 5.3 Cost Estimate Update

The previously-developed Class 5 capital costs will be updated at this phase of the project to AACE Class 4 level.

Task 5 Assumptions

- 60 percent submittal workshop to be held in Santa Fe to review plans and collect City comments.

Task 5 Deliverables

- 60 percent drawings (plans and some sections/details for each discipline as well as all P&IDs)
- Key equipment specifications and a list of all anticipated specifications for the project elements
- Updated cost estimate.

Task 6 – Final Design (90%)

Task 6.1 90% Design Deliverables and Bid Documents - Reservoir Aeration and Filter Influent Chlorine Feed

Consultant will provide 90% documents for final review followed by a complete bid package for the Nichols Reservoir Aeration System and Filter Influent Chlorine Feed System Improvements. A final review meeting of the design documents will be held via remote meeting with City staff and Consultant.

Task 6.2 90% Design Deliverables and Bid Documents - Clarifier Tube Settler Replacement

Consultant will provide 90% documents for final review followed by a complete bid package for the Clarifier Tube Settler Replacement. A final review meeting of the design documents will be held via remote meeting with City staff and Consultant.

Task 6.3 Summary Design Report and Cost Estimate

Consultant will provide a brief summary design report to accompany the final design documents and will update previous cost estimates to an estimate consistent with an AACE Class 3 estimate.

Task 6 Assumptions

- The final review of the design documents will be via a remote meeting with the City staff and Consultant.
- Division 0 and Division 1 specifications will be Consultant's standard documents.

Task 6 Deliverables

- Submittal of 90% design documents for the Nichols Reservoir Aeration System and Filter Influent Chlorine Feed System Improvements, and Clarifier Tube Settler Replacement and concrete repair.
  - Approximately 35 design drawings are estimated for the design of these improvements.
  - Specifications and details
- Brief summary design report to accompany the final design documents.
- AACE Class 3 cost estimate for the final design package.

Task 7 – Bidding

Task 7.1 Bidding Support

Consultant will prepare up to one addendum during the bid phase. Consultant will support the City's review of bids received.

Task 7 Assumptions

- The City will manage and conduct the bidding process.
- Services are limited to preparing one addendum and supporting City's review of bids received.
- All project elements will be bid as a single bid package.

Task 7 Deliverables

- Up to one addendum, if needed.

Task 8 – Construction Management

Task 8.1 Site Visits (Periodic Inspection)

Periodic site visits will be scheduled throughout the construction period to provide support to City inspection. Consultant has assumed 18 full-day site visits by various design engineers during the construction period.

Task 8 Assumptions

- Hours for site visits, office support, and construction management are limited to the construction items specifically described in the subtasks above.
- Conducting daily or weekly field observations is not necessary for the types of improvements assumed for this design under Tasks 3-6.
- Routine inspection may also be provided by City staff.
- Consultant inspection will consist of:
  - Eight site visits conducted by discipline engineers (process, structural, or electrical/I&C) coordinated with specific construction activities.
    - These inspections will require out of state travel by these engineers.
  - Ten site visits will be conducted by a civil engineer from Consultant's Albuquerque office. These routine inspections will be coordinated with construction activities to assess the overall progress of the project and general conformance with the design documents.
    - Each day of inspection will be assumed to include 12 hours of labor and round trip mileage from Albuquerque to the CRWTP (approximately 70 miles each way). Mileage will be compensated at the IRS rate.
- A 1-day operator training will be conducted by the Consultant's PM and process lead at the CRWTP.
- Support for pre-conference workshop, progress payments, startup, closeout, training, construction progress meetings, construction reporting and documentation, and other services not specifically listed above will be provided by City staff or accommodated within the hours allocated above.
- Submittals, RFIs, and changes will be tracked by the City.
  - A total of 12 submittals and 6 hours per submittal have been assumed. This includes time to review resubmittals, however if more than two resubmittals are required, Consultant will track the time associated with multiple submittals and may be entitled to additional compensation if excessive submittals are required to achieve approval.
  - A total of 12 RFIs and 4 hours per RFI have been assumed.
  - A total of 2 changes have been assumed with 20 hours associated with developing each change.
- The City's PM will primarily manage document flow between the Contractor and Consultant.
- The City and/or Contractor will schedule and lead all construction meetings.
- Consultant will provide periodic site inspections that coincide with the weekly construction meetings (when possible).
- Consultant will provide additional inspections of key project elements on a limited basis, by select engineering staff.
- Consultant will communicate observed construction deficiencies via the inspection reports as well as directly with the City's PM.
- Consultant will not be responsible for overall construction contract administration for any of the design packages. Consultant will not be responsible for startup or commissioning of equipment or overall processes.
- Consultant will follow site safety procedures established by the Contractor and the City and will provide necessary safety equipment and oversight for Consultant staff.

Task 8 Deliverables

- Modifications to drawings, specifications, or details required for changes identified by the City.
- An inspection report to summarize the status of construction observed during each site visit. Each concise inspection report will include photographs of construction activities and a description of specific construction activities observed.

Project Schedule

The evaluation and design phases of the project are anticipated to be completed over a 9-month timeframe, starting from formal notice to proceed. An overall project schedule framework is provided below. Detailed project schedules, including milestones for deliverables and key meetings, will be established between the City and Consultant project managers during execution of the project.

Task	Approximate Months from Notice to Proceed
0	1 through 9 (for evaluation and design tasks)
1	1 through 2
2	3
3	4 through 5
4	6
5	7 through 8
6	9
7 and 8	To be determined by City based on construction schedule

EXHIBIT B: CITY OF SANTA FE
CANYON ROAD WATER TREATMENT PLANT CPE AND FACILITY OPTIMIZATION PROJECT | NOVEMBER 28, 2018

LINE	DESCRIPTION	CAROLLO DIRECT LABOR											SUBCONTRACT: DINATALE WATER CONSULTANTS						DiNatale Water Subcontract		CAROLLO DIRECT EXPENSES			
		SENIOR SPEC'LST (Hours)	SENIOR PROF (Hours)	PROJECT PROF (Hours)	PROF (Hours)	ASST PROF II (Hours)	ASST PROF I (Hours)	SENIOR TECH (Hours)	TECH (Hours)	DOC PRO & CLER (Hours)	TOTAL LABOR HOURS	TOTAL LABOR COSTS	PRCPL HOURS	SR ASSOC. HOURS	ASSOC. HOURS	TOTAL LABOR COSTS	OTHER DIRECT COSTS	TOTAL SUB FEES		SUBCONTR MARKUP	TRAVEL & OTHER DIRECT COSTS	PECE ON CAROLLO DL Hrs	TOTAL OF: ODC's	TOTAL COST (EXCL. NMGRT)
		$234	$209	$173	$158	$137	$129	$161	$130	$93			200.00	135.00	110.00					10%		$11.70		
Task 0	**Project Management**																							
0.1	Project Coordination	42	42								84	$18,606								$0		$983	$983	$19,589
	subtotal: hours	42	42	0	0	0	0	0	0	0	84													
	SUBTOTAL: COSTS	$9,828	$8,778	$0	$0	$0	$0	$0	$0	$0		$18,606								$0	$0	$983	$983	$19,589
Task 1	**Comprehensive Perfomance Evaluation (CPE)**																							
1.1	Field Investigation (2 day site visit, process/structural, EI&C, PE incl prep)		48	24	24						96	$17,976								$0	$2,599	$1,123	$3,722	$21,698
1.2	CPE Report	24	24	16			26			12	102	$17,870									$1,630	$1,193	$2,823	$20,693
	subtotal: hours	24	72	40	24	0	26	0	0	12	198													
	SUBTOTAL: COSTS	$5,616	$15,048	$6,920	$3,792	$0	$3,354	$0	$0	$1,116		$35,846								$0	$4,229	$2,317	$6,546	42,392
Task 2	**Facility Optimization Evaluation (FOE)**																							
2.1	FOE Recommendations and Costs	16	28	8			24		16	8	100	$16,900	8	4	12	$3,460	$750	$4,210	$4,210	$421		$1,170	$1,591	$22,701
2.2	O&M and Energy Optimization	24	30	4			24				82	$15,674	18	6	8	$5,290	$750	$6,040	$6,040	$604	$1,630	$959	$3,193	$24,907
2.3	Prioritized CRWTP CIP	20	16				14			4	54	$10,202							$0	$0	$1,630	$632	$2,262	$12,464
	subtotal: hours	60	74	12	0	0	62	0	16	12	236		26	10	20									
	SUBTOTAL: COSTS	$14,040	$15,466	$2,076	$0	$0	$7,998	$0	$2,080	$1,116		$42,776				$8,750	$1,500	$10,250	$10,250	$1,025	$3,260	$2,761	$7,046	$60,072
Task 3	**Preliminary Engineering Report (PER)**																							
3.1	System Upgrades, Opinion of Cost, and PER	4	36				25			12	77	$12,801	12	2	3	$3,000	$0	$3,000	$3,000	$300		$901	$1,201	$17,002
	subtotal: hours	4	36	0	0	0	25	0	0	12	77		12	2	3									
	SUBTOTAL: COSTS	$936	$7,524	$0	$0	$0	$3,225	$0	$0	$1,116		$12,801				$3,000	$0	$3,000	$3,000	$300	$0	$901	$1,201	$17,002
Task 4	**Conceptual Design (30%)**																							
4.1	30% Design - Reservoir Aeration and Filter Influent Chlorine Feed	4	8		8		26		16		62	$9,306								$0		$725	$725	$10,031
4.2	30% Design - Clarifier Tube Settler Replacement	12	120	8			80	16	80	8	324	$53,312								$0		$3,791	$3,791	$57,103
4.3	Construction Estimates and Operations Costs		40	40			12				92	$16,828								$0		$1,076	$1,076	$17,904
	subtotal: hours	16	168	48	8	0	118	16	96	8	478													
	SUBTOTAL: COSTS	$3,744	$35,112	$8,304	$1,264	$0	$15,222	$2,192	$12,480	$744		$79,052								$0	$0	$5,593	$5,593	$85,039
Task 5	**Preliminary Design (60%)**																							
5.1	60% Design Deliverables - Reservoir Aeration and Filter Influent Chlorine I	12	32		12		40	12	50	16	174	$26,472								$0	$1,630	$2,036	$3,666	$30,138
5.2	60% Design Deliverables - Clarifier Tube Settler Replacement	12	68				60	16	80	16	252	$39,224								$0		$2,948	$2,948	$42,172
5.3	Cost Estimate Update		2	6							8	$1,366								$0		$94	$94	$1,460
	subtotal: hours	24	102	0	18	0	100	28	130	32	434													
	SUBTOTAL: COSTS	$5,616	$21,318	$0	$2,844	$0	$12,900	$4,508	$16,900	$2,976		$67,062								$0	$1,630	$5,078	$6,708	$73,770
~~**Task 6**~~	~~**Final Design (90%)**~~																							
~~6.1~~	~~90% Design Deliverables and Bid Documents - Aeration and FI Chlorine~~	~~8~~	~~24~~		~~12~~		~~40~~	~~4~~	~~88~~	~~10~~	~~184~~	~~$25,076~~								~~$0~~		~~$1,319~~	~~$1,319~~	~~$25,795~~
~~6.2~~	~~90% Design Deliverables and Bid Documents - Clarifier Tube Settler Repl~~	~~8~~	~~48~~				~~40~~	~~4~~	~~80~~	~~16~~	~~176~~	~~$26,906~~										~~$2,060~~	~~$2,060~~	~~$28,966~~
~~6.3~~	~~Design Report and Cost Estimate~~	~~8~~	~~12~~				~~20~~		~~4~~	~~12~~	~~56~~	~~$8,596~~								~~$0~~		~~$655~~	~~$655~~	~~$9,251~~
	subtotal: hours	24	84	0	12	0	100	8	124	44	396													
	SUBTOTAL: COSTS	$5,616	$17,556	$0	$1,896	$0	$12,900	$1,288	$16,120	$4,092		$59,468								$0	$0	$4,633	$4,633	$64,101
Task 7	**Bidding**																							
7.1	Bidding Support	4	24		8		16		4	4	60	$10,172								$0	$100	$702	$802	$10,974
	subtotal: hours	4	24	0	8	0	16	0	4	4	60													
	SUBTOTAL: COSTS	$936	$5,016	$0	$1,264	$0	$2,064	$0	$520	$372		$10,172								$0	$100	$702	$802	$10,974
Task 8	**Construction Management**																							
8.1	Site Visits (Periodic Inspection)	16	144	120	40						320	$60,920								$0	$8,170	$3,744	$11,914	$72,834
8.2	Shop Drawings, Request for Information, and Change Orders	4	60	40			36		12	8	160	$27,344								$0	$0	$1,872	$1,872	$29,216
8.3	Final Inspection			12							12	$2,076								$0	$77	$140	$217	$2,293
	subtotal: hours	20	204	172	40	0	36	0	12	8	492													
	SUBTOTAL: COSTS	$4,680	$42,636	$29,756	$6,320	$0	$4,644	$0	$1,560	$744		$90,340								$0	$8,247	$5,756	$14,003	$104,343
	TOTAL SERVICES: LABOR HOURS	218	806	272	110	-	483	52	382	132	2455		38	12	23									
	TOTAL COST OF SERVICES (EXCLUDING NMGRT)	$51,012	$168,454	$47,056	$17,380	$0	$62,307	$7,988	$49,660	$12,276		$416,133				$11,750	$1,500	$13,250	$13,250	$1,325	$17,466	$28,724	$47,515	$477,282

ITEM # 20-0187

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0075

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 30, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 7 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "C" (attached hereto) in the Task listed in Exhibit "A" of the original contract.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of four hundred thirty three thousand five hundred forty-four dollars ($433,544.), plus gross receipts tax, as outlined in Exhibit 'C" attached hereto, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed nine hundred ten thousand eight hundred twenty six dollars ($910,826) plus gross receipts taxes plus applicable gross receipts taxes.

3. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2021, unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: _____
ALAN WEBBER, MAYOR

Date: MARCH 27, 2020

CONTRACTOR:
Carollo Engineers, Inc

_____
NAME John Rehring / Jason Assouline
Vice President / Associate Vice President
TITLE

Date: April 20, 2020

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 19-00117760

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCmtg 3/25/20

CITY ATTORNEY'S OFFICE:

2/18/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

3/27/20
MARY MCCOY, FINANCE DIRECTOR

5050395.572960 WTR1950528
Business Unit/Line Item

Exhibit C: Scope of Services

This scope of services amends City of Santa Fe Contract #19-0075 for engineering design services for improvements at the Canyon Road Water Treatment Plant (CRWTP). The scope of this design amendment includes process improvements for the addition of flocculation within the clarifier basins as well as geotechnical and survey (subconsultants) and structural. Referred to throughout this scope as "Flocculation Improvements," the design of these additional improvements will be integrated into a single design package with the improvements from the original scope of work (Nichols Reservoir Aeration System and Clarifier Tube Settler Replacement). The scope and fee for this amendment are to be added as new sub-tasks either within existing work tasks or new sub-tasks. Details of each new task included in this scope of work are described herein.

Task 0 – Project Management

Task 0.2 Project Coordination for CRWTP Improvements

Project management will be provided for the Flocculation design and additional engineering services. This subtask includes ongoing assessment of schedule and budget and continuing to provide monthly invoices to the City for the additional effort associated with the CRWTP Improvements. This subtask also provides design management services for the multi-disciplinary design effort.

Management of subconsultants associated with this work is covered in Task 9.

Task 0 Assumptions

- Monthly invoices will provide documentation for lump sum payment requests.
- The original project scope duration was planned to be 9 months. The revised schedule to include the additional improvements described in this amendment will extend the duration of Tasks 1-10 an additional 12 months.
- Additional budget has also been included in this task for design management to coordinate the various design elements.
- The schedule and duration of construction activities are outside of Consultant's control.

Task 0 Deliverables

- Monthly invoices

Task 3 – Preliminary Engineering Report (PER)

Task 3.2 PER Addendum

The Consultant will summarize the design of the Flocculation Improvements in an addendum to the preliminary engineering report (PER) from the base contract. The draft and final PER Addendum following the guidelines of NMED Part 1.1 will be developed for the Flocculation Improvements. The PER Addendum will include the relevant sections outlined in Part 1.2 of the NMED Recommended Standards for Water Supply Systems (2006 Edition).

Task 3 Assumptions

- The amendment covers including the PER for the Flocculation Improvements.
- No bench or pilot scale testing will be required for any of the selected improvements.
- Cost estimates will not be provided as part of this subtask (note that the cost estimate for the 30% design is anticipated to be developed at approximately the same time as the PER).

Task 3 Deliverables

- Draft and final PER Addendum covering the Flocculation Improvements.

Task 4 – Conceptual Design (30%)

Task 4.4 30% Design – Flocculation Improvements

Consultant will develop a conceptual design of the Flocculation system in the existing Clarifier basins.

Consultant will model the CRWTP hydraulics from Rapid Mix through the filter influent, as part of the process upgrades.

Task 4.5 30% Design – QA/QC

Consultant will conduct a quality review of all project elements included in the 30% design (including the originally scoped design elements and those included in this amendment). This QA/QC will support bringing each of the design elements into a coordinated design package.

The Consultant will conduct an in-person 30% design review workshop with the City.

4.6 Construction Cost Estimate – Flocculation Improvements

An AACE Class 4 capital cost estimate (+50% to -30% expected accuracy) will be developed for the CRWTP Flocculation Improvements.

Task 4 Assumptions

- The 30% design documents will be delivered to the City for review and will include preliminary layouts and P&IDs.
- The 30% design documents for Tasks 4.1, 4.2, 4.4, 4.5, and 4.6 will be included in a single deliverable package to the City for review.
- The City will conduct a formal 30% design review. City review comments will be provided to the Consultant project team via the Consultant PM.
- Up to 2 Consultant staff members will attend the 30% design workshop at the CRWTP.
- Survey data for all existing facilities and the area southeast of the existing filter/chemical building will be provided by a subconsultant (covered in Task 9 of this amendment).
- A geotechnical evaluation will be conducted by a subconsultant for new facilities included in this amendment as well as a Chemical Building (covered in Task 9 of this amendment).
- Consultant will develop the 30% design based on record drawings, but specific geotechnical information and survey will be necessary to advance the design beyond 30%.

Task 4 Deliverables

- The 30% design drawings.
- AACE Class 4 capital cost estimate.

Task 5 – Preliminary Design (60%)

Task 5.4 60% Design – Flocculation Improvements

Following the receipt of the City's 30% review comments, the Consultant will continue to develop the design to provide construction plans and specifications for the flocculation improvements in this amendment.

Task 5.5 60% Design – QA/QC

Prior to submitting the 60% design to the City, the Consultant will perform a quality review of all project elements included in the 60% design, including cross-discipline coordination.

The Consultant will conduct a 60% submittal workshop, to be held at the CRWTP to review plans and collect City review comments.

Task 5.6 Cost Estimate Update

The previously developed AACE Class 4 capital cost estimates for the 30% design will be updated at this phase of the project to an AACE Class 3 level (+30% to -20% expected accuracy).

Task 5 Assumptions

- The 60% design drawings and specifications will be delivered to the City in PDF format.
- Up to 2 Consultant staff members will attend the 60% design workshop at the CRWTP.
- Based on the 60% design deliverables and cost estimate, the City will determine which items will be included in the 90% design phase of project improvements (Task 6). The design of items to be included (i.e., plates) in the final bid package will be advanced, as described in subsequent tasks.

Task 5 Deliverables

- 60% drawings (plans, sections, and details for each discipline as well as all P&IDs).
- Specifications.
  - Most specifications will be advanced at this stage and disciplines such as structural and process will be nearly complete.
  - A list of all anticipated specifications for the project elements will be provided with the 60% design.
- Updated cost estimate.

Task 6 – Final Design (90%)

Task 6.4 90% Design Deliverables and Bid Documents – Flocculation Improvements

Based on City input at the 60% design milestone, the Consultant will utilize this task to advance the design of the Flocculation Improvements for the 90% deliverable package.

Task 6.6 90% QA/QC

Prior to submitting the 90% design to the City, the Consultant will perform a final quality review of all project elements included in the 90% design.

Task 6.7 Design Report and Final Cost Estimate – Flocculation Improvements

Consultant will add content to the originally-scoped summary design report that will accompany the final design documents. Consultant will update previous cost estimates to an estimate consistent with an AACE Class 2 estimate (+20% to -15% expected accuracy).

Task 6.8 Bid Documents

After City review of the complete 90% deliverable package, the Consultant will produce final Bid Documents consisting of drawing, specifications, and details. The project elements included in the 90% deliverables and bid documents will be based on the City's determination (at the 60% design workshop) of what is to be included in construction.

Task 6 Assumptions

- Some of the project components may be omitted from the 90% design.
- The final review of the design documents will be conducted via an in-person workshop with the City staff and Consultant.
  - Division 0 and Division 1 specifications will be Consultant's standard documents.

- A total of 86 design drawings are assumed for the complete design of the Flocculation Improvements.
- The final design components will be incorporated into the summary design report as per the original scope, to accompany the final design documents.
- Bid documents will be provided in electronic (PDF) format.

Task 6 Deliverables

- Submittal of 90% design documents for all project elements (design drawings, specifications and details).
- Summary design report
- AACE Class 2 cost estimate for the final design package.

Task 8 – Construction Management

Construction phase services were included in the initial scope of services to support construction of the originally-scoped design elements. The scope of the project has significantly increased, requiring additional engineering services during construction (office-based) and construction management. However, due to the uncertainty regarding which elements of the Flocculation Improvements will be funded for construction, construction phase services are not scoped at this time. An additional amendment for engineering services during construction and construction management will be negotiated between the City and the Consultant after the 60% design review workshop and prior to completion of the design.

Task 9 – Subconsultants and Supplemental Engineering

The Consultant will contract directly with and manage the work of subconsultants associated with the project scope, as identified in the following subtasks. The Consultant will also provide supplemental engineering in addition to the facility design work, focused on structural evaluation in the existing chemical area.

Task 9.1 Geotechnical Engineering

As requested by the City, the Consultant will subcontract with Geotest for geotechnical engineering services for the project. The geotechnical engineering will focus on the subsurface exploration necessary for the new chemical building anticipated to be located southeast of the existing filter building and the flocculator electrical building located south of the existing flocculation and clarifier structures. The geotechnical engineering will include up to 6 borings and a geotechnical report that provides guidance and recommendations for design of the new structures.

Task 9.2 Survey

The Consultant will subcontract with Cobb Fendley for surveying services on the project. Surveying services will include both site-wide topographic survey for the CRWTP and key structural elevations necessary to evaluate the hydraulics of the main treatment process and residuals system.

Task 9.3 Structural Evaluation

The Consultant will conduct a structural evaluation of the upper and intermediate floor slabs in the filter building (i.e., alum, fluoride, and soda ash storage areas) to determine immediate and near-term structural repair recommendations. These areas were identified in the CPE/FOE Report (Tasks 100 and 200 of the originally scope of work) as locations that required additional evaluation and repair recommendations to address potential safety risks. The review will include examination of record drawings of the structure as well as a site-visit by up to 2 structural engineers.

C Carrillo

Task 9 Assumptions

- The on-site structural evaluation will be conducted over a 1-day period.

Task 9 Deliverables

Consultant will provide a written report summarizing the structural evaluation in 9.3.

Project Schedule

The amended design phases of the project are anticipated to add 12 months to the originally planned design tasks timeframe. The ongoing design work and the design associated with this amendment will be consolidated into a single deliverable. Detailed project schedules, including milestones for deliverables and key meetings, will be established between the City and Consultant project managers during execution of the project.

Task		Approximate Completion
0	Project Management	Ongoing
3	PER	End of February 2019
4	30% design	End of February 2019
5	60% design	End of May 2020
6	Final design	End of September 2020
7	Bidding services	October 2020 through March 2021
8	Construction Services	To be determined by City based on bidding and construction scope and schedule
9	Subconsultants	May 2020
10	Procurement and Supplemental Engineering	December 2020

EXHIBIT C: CITY OF SANTA FE CANYON ROAD WATER TREATMENT PLANT DESIGN AMENDMENT I February 13, 2020		CAROLLO DIRECT LABOR											SUBCONTRACT:					CAROLLO DIRECT EXPENSES			
LINE	DESCRIPTION	SENIOR PM (Hours)	SENIOR SPECLST (Hours)	SENIOR PROF (Hours)	PROJECT PROF II (Hours)	PROF (Hours)	ASST PROF II (Hours)	ASST PROF I (Hours)	SENIOR TECH (Hours)	TECH (Hours)	DOC PRO & CLER (Hours)	TOTAL LABOR HOURS	TOTAL LABOR COSTS	TOTAL LABOR HOURS	TOTAL LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEES	SUBCONTR MARKUP	TRAVEL & OTHER DIRECT COSTS	PECE OR CAROLLO DL hrs	TOTAL OF ODCs	TOTAL COST (EXCL. NMGRT)
	2020 Labor Rates	$292	$241	$215	$191	$162	$141	$133	$105	$138	$95							10%		$12.90		
Task 3 Project Management																						
3.3	Project Coordination	8		40								48	$10,696					$0		$590	$590	$11,286
	subtotal: hours	8	0	40	0	0	0	0	0	0	0	48										
	SUBTOTAL: COSTS	$2,096	$0	$8,600	$0	$0	$0	$0	$0	$0	$0		$10,696					$0	$0	$590	$590	$11,286
Task 3 - Preliminary Engineering Report (PER)																						
3.2	Complete PER (with amendment scope elements)		10					20			4	34	$3,450					$0		$416	$416	$3,866
	subtotal: hours	8	10	0	0	0	0	20	0	0	4	34										
	SUBTOTAL: COSTS	$0	$2,410	$0	$0	$0	$0	$2,660	$0	$0	$380		$5,450					$0	$0	$416	$416	$5,866
Task 4 - Conceptual Design (30%)																						
4.4	30% Design - Flocculation		20	30	70	30	40	80	40	60	4	314	$50,440					$0		$3,662	$3,662	$54,302
4.5	30% QA/QC		20	20								40	$8,120					$0	$3,600	$492	$4,092	$13,412
4.6	Cost Estimate			24	24			12				60	$11,540					$0		$736	$736	$12,076
	subtotal: hours	0	40	74	94	30	40	72	40	60	4	414										
	SUBTOTAL: COSTS	$0	$9,640	$15,910	$10,314	$4,860	$5,640	$9,576	$6,600	$7,980	$380		$70,900					$0	$3,600	$5,092	$8,692	$79,792
Task 5 - Preliminary Design (60%)																						
5.4	60% Design - Flocculation		20	20	60	60	80	60	60	100	30	470	$72,790					$0		$5,781	$5,781	$78,571
5.5	60% QA/QC	20	40									60	$14,860						$3,600	$736	$4,536	$19,396
5.6	Cost Estimate Update	8	20	20		8		8				64	$13,578					$0		$787	$787	$14,365
	subtotal: hours	28	80	40	60	68	80	68	60	100	30	594										
	SUBTOTAL: COSTS	$7,336	$19,280	$8,600	$11,460	$11,016	$8,460	$9,044	$9,900	$13,300	$2,850		$101,248					$0	$3,600	$7,306	$11,106	$112,362
Task 6 - Final Design (90%)																						
6.4	90% Design - Flocculation		20	40	40	40	60	40	60	80	30	410	$64,710					$0		$5,043	$5,043	$69,753
6.6	90% QA/QC	20	40									60	$14,860						$2,500	$736	$3,236	$18,096
6.7	Updated Design Report and Final Cost Estimate		20	40				20		4	12	96	$17,750					$0		$1,181	$1,181	$18,931
6.8	Bid Documents		8	20	20	20	20	20	40	40	12	200	$31,826							$2,460	$2,460	$34,286
	subtotal: hours	20	88	100	60	60	80	80	100	124	54	766										
	SUBTOTAL: COSTS	$5,740	$21,208	$21,500	$11,460	$9,720	$11,280	$10,640	$16,500	$16,492	$5,130		$129,170					$0	$2,500	$9,422	$11,922	$141,092
Task 8 - Subconsultants and Supplemental Engineering																						
8.1	Geotechnical engineering		8					8				16	$2,992			$30,000	$30,000	$3,000		$197	$33,197	$36,189
8.2	Survey			8				8	8			24	$4,104			$20,000	$20,000	$2,000		$295	$22,295	$26,399
8.3	Structural Evaluation		60			20		2				84	$18,252					$0	$1,300	$1,033	$2,333	$20,585
	subtotal: hours	0	68	8	0	20	0	20	8	0	0	124										
	SUBTOTAL: COSTS	$0	$16,388	$1,720	$0	$3,240	$0	$2,660	$1,320	$0	$0		$25,328			$50,000	$50,000	$5,000	$1,300	$1,525	$7,825	$83,153
	TOTAL SERVICES: LABOR HOURS	56	286	282	174	178	180	268	208	284	92	1808		0								
	TOTAL COST OF SERVICES (EXCLUDING NMGRT)	$14,672	$68,926	$56,330	$33,234	$28,036	$25,380	$34,580	$34,320	$37,772	$8,740		$342,790			$50,000	$50,000	$5,000	$11,400	$24,364	$40,764	$433,544
																				NMGRT (8.4375%)		$36,580

Exhibit C: Scope of Services

This scope of services amends City of Santa Fe Contract #19-0075 for engineering design services for improvements at the Canyon Road Water Treatment Plant (CRWTP). The scope of this design amendment includes process improvements for the addition of flocculation within the clarifier basins as well as geotechnical and survey (subconsultants) and structural. Referred to throughout this scope as "Flocculation Improvements," the design of these additional improvements will be integrated into a single design package with the improvements from the original scope of work (Nichols Reservoir Aeration System and Clarifier Tube Settler Replacement). The scope and fee for this amendment are to be added as new sub-tasks either within existing work tasks or new sub-tasks. Details of each new task included in this scope of work are described herein.

Task 0 – Project Management

Task 0.2 Project Coordination for CRWTP Improvements

Project management will be provided for the Flocculation design and additional engineering services. This subtask includes ongoing assessment of schedule and budget and continuing to provide monthly invoices to the City for the additional effort associated with the CRWTP Improvements. This subtask also provides design management services for the multi-disciplinary design effort.

Management of subconsultants associated with this work is covered in Task 9.

Task 0 Assumptions

- Monthly invoices will provide documentation for lump sum payment requests.
- The original project scope duration was planned to be 9 months. The revised schedule to include the additional improvements described in this amendment will extend the duration of Tasks 1-10 an additional 12 months.
- Additional budget has also been included in this task for design management to coordinate the various design elements.
- The schedule and duration of construction activities are outside of Consultant's control.

Task 0 Deliverables

- Monthly invoices

Task 3 – Preliminary Engineering Report (PER)

Task 3.2 PER Addendum

The Consultant will summarize the design of the Flocculation Improvements in an addendum to the preliminary engineering report (PER) from the base contract. The draft and final PER Addendum following the guidelines of NMED Part 1.1 will be developed for the Flocculation Improvements. The PER Addendum will include the relevant sections outlined in Part 1.2 of the NMED Recommended Standards for Water Supply Systems (2006 Edition).

Task 3 Assumptions

- The amendment covers including the PER for the Flocculation Improvements.
- No bench or pilot scale testing will be required for any of the selected improvements.
- Cost estimates will not be provided as part of this subtask (note that the cost estimate for the 30% design is anticipated to be developed at approximately the same time as the PER).

Task 3 Deliverables

- Draft and final PER Addendum covering the Flocculation Improvements.

Task 4 – Conceptual Design (30%)

Task 4.4 30% Design – Flocculation Improvements

Consultant will develop a conceptual design of the Flocculation system in the existing Clarifier basins.

Consultant will model the CRWTP hydraulics from Rapid Mix through the filter influent, as part of the process upgrades.

Task 4.5 30% Design – QA/QC

Consultant will conduct a quality review of all project elements included in the 30% design (including the originally scoped design elements and those included in this amendment). This QA/QC will support bringing each of the design elements into a coordinated design package.

The Consultant will conduct an in-person 30% design review workshop with the City.

4.6 Construction Cost Estimate – Flocculation Improvements

An AACE Class 4 capital cost estimate (+50% to -30% expected accuracy) will be developed for the CRWTP Flocculation Improvements.

Task 4 Assumptions

- The 30% design documents will be delivered to the City for review and will include preliminary layouts and P&IDs.
- The 30% design documents for Tasks 4.1, 4.2, 4.4, 4.5, and 4.6 will be included in a single deliverable package to the City for review.
- The City will conduct a formal 30% design review. City review comments will be provided to the Consultant project team via the Consultant PM.
- Up to 2 Consultant staff members will attend the 30% design workshop at the CRWTP.
- Survey data for all existing facilities and the area southeast of the existing filter/chemical building will be provided by a subconsultant (covered in Task 9 of this amendment).
- A geotechnical evaluation will be conducted by a subconsultant for new facilities included in this amendment as well as a Chemical Building (covered in Task 9 of this amendment).
- Consultant will develop the 30% design based on record drawings, but specific geotechnical information and survey will be necessary to advance the design beyond 30%.

Task 4 Deliverables

- The 30% design drawings.
- AACE Class 4 capital cost estimate.

Task 5 – Preliminary Design (60%)

Task 5.4 60% Design – Flocculation Improvements

Following the receipt of the City's 30% review comments, the Consultant will continue to develop the design to provide construction plans and specifications for the flocculation improvements in this amendment.

Task 5.5 60% Design – QA/QC

Prior to submitting the 60% design to the City, the Consultant will perform a quality review of all project elements included in the 60% design, including cross-discipline coordination.

The Consultant will conduct a 60% submittal workshop, to be held at the CRWTP to review plans and collect City review comments.

Task 5.6 Cost Estimate Update

The previously developed AACE Class 4 capital cost estimates for the 30% design will be updated at this phase of the project to an AACE Class 3 level (+30% to -20% expected accuracy).

Task 5 Assumptions

- The 60% design drawings and specifications will be delivered to the City in PDF format.
- Up to 2 Consultant staff members will attend the 60% design workshop at the CRWTP.
- Based on the 60% design deliverables and cost estimate, the City will determine which items will be included in the 90% design phase of project improvements (Task 6). The design of items to be included (i.e., plates) in the final bid package will be advanced, as described in subsequent tasks.

Task 5 Deliverables

- 60% drawings (plans, sections, and details for each discipline as well as all P&IDs).
- Specifications.
  - Most specifications will be advanced at this stage and disciplines such as structural and process will be nearly complete.
  - A list of all anticipated specifications for the project elements will be provided with the 60% design.
- Updated cost estimate.

Task 6 – Final Design (90%)

Task 6.4 90% Design Deliverables and Bid Documents – Flocculation Improvements

Based on City input at the 60% design milestone, the Consultant will utilize this task to advance the design of the Flocculation Improvements for the 90% deliverable package.

Task 6.6 90% QA/QC

Prior to submitting the 90% design to the City, the Consultant will perform a final quality review of all project elements included in the 90% design.

Task 6.7 Design Report and Final Cost Estimate – Flocculation Improvements

Consultant will add content to the originally-scoped summary design report that will accompany the final design documents. Consultant will update previous cost estimates to an estimate consistent with an AACE Class 2 estimate (+20% to -15% expected accuracy).

Task 6.8 Bid Documents

After City review of the complete 90% deliverable package, the Consultant will produce final Bid Documents consisting of drawing, specifications, and details. The project elements included in the 90% deliverables and bid documents will be based on the City's determination (at the 60% design workshop) of what is to be included in construction.

Task 6 Assumptions

- Some of the project components may be omitted from the 90% design.
- The final review of the design documents will be conducted via an in-person workshop with the City staff and Consultant.
  - Division 0 and Division 1 specifications will be Consultant's standard documents.

- A total of 86 design drawings are assumed for the complete design of the Flocculation Improvements.
- The final design components will be incorporated into the summary design report as per the original scope, to accompany the final design documents.
- Bid documents will be provided in electronic (PDF) format.

Task 6 Deliverables

- Submittal of 90% design documents for all project elements (design drawings, specifications and details).
- Summary design report
- AACE Class 2 cost estimate for the final design package.

Task 8 – Construction Management

Construction phase services were included in the initial scope of services to support construction of the originally-scoped design elements. The scope of the project has significantly increased, requiring additional engineering services during construction (office-based) and construction management. However, due to the uncertainty regarding which elements of the Flocculation Improvements will be funded for construction, construction phase services are not scoped at this time. An additional amendment for engineering services during construction and construction management will be negotiated between the City and the Consultant after the 60% design review workshop and prior to completion of the design.

Task 9 – Subconsultants and Supplemental Engineering

The Consultant will contract directly with and manage the work of subconsultants associated with the project scope, as identified in the following subtasks. The Consultant will also provide supplemental engineering in addition to the facility design work, focused on structural evaluation in the existing chemical area.

Task 9.1 Geotechnical Engineering

As requested by the City, the Consultant will subcontract with Geotest for geotechnical engineering services for the project. The geotechnical engineering will focus on the subsurface exploration necessary for the new chemical building anticipated to be located southeast of the existing filter building and the flocculator electrical building located south of the existing flocculation and clarifier structures. The geotechnical engineering will include up to 6 borings and a geotechnical report that provides guidance and recommendations for design of the new structures.

Task 9.2 Survey

The Consultant will subcontract with Cobb Fendley for surveying services on the project. Surveying services will include both site-wide topographic survey for the CRWTP and key structural elevations necessary to evaluate the hydraulics of the main treatment process and residuals system.

Task 9.3 Structural Evaluation

The Consultant will conduct a structural evaluation of the upper and intermediate floor slabs in the filter building (i.e., alum, fluoride, and soda ash storage areas) to determine immediate and near-term structural repair recommendations. These areas were identified in the CPE/FOE Report (Tasks 100 and 200 of the originally scope of work) as locations that required additional evaluation and repair recommendations to address potential safety risks. The review will include examination of record drawings of the structure as well as a site-visit by up to 2 structural engineers.

Task 9 Assumptions

- The on-site structural evaluation will be conducted over a 1-day period.

Task 9 Deliverables

Consultant will provide a written report summarizing the structural evaluation in 9.3.

Project Schedule

The amended design phases of the project are anticipated to add 12 months to the originally planned design tasks timeframe. The ongoing design work and the design associated with this amendment will be consolidated into a single deliverable. Detailed project schedules, including milestones for deliverables and key meetings, will be established between the City and Consultant project managers during execution of the project.

Task		Approximate Completion
0	Project Management	Ongoing
3	PER	End of February 2019
4	30% design	End of February 2019
5	60% design	End of May 2020
6	Final design	End of September 2020
7	Bidding services	October 2020 through March 2021
8	Construction Services	To be determined by City based on bidding and construction scope and schedule
9	Subconsultants	May 2020
10	Procurement and Supplemental Engineering	December 2020

EXHIBIT C: CITY OF SANTA FE CANYON ROAD WATER TREATMENT PLANT DESIGN AMENDMENT I February 13, 2020		CAROLLO DIRECT LABOR												SUBCONTRACT:					CAROLLO DIRECT EXPENSES			
LINE	DESCRIPTION	SENIOR PM (Hours)	SENIOR SPEC LST (Hours)	SENIOR PROF (Hours)	PROJECT PROF II (Hours)	PROF (Hours)	ASST PROF III (Hours)	ASSOC PROF I (Hours)	SENIOR TECH (Hours)	TECH (Hours)	DOC PREP & CLER (Hours)	TOTAL LABOR HOURS	TOTAL LABOR COSTS	TOTAL LABOR HOURS	TOTAL LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEES	SUBCONTR MARKUP	TRAVEL & OTHER DIRECT COSTS	PECE ON CAROLLO DL Hrs	TOTAL OF ODCs	TOTAL COST (EXCL. NMGRT)
	2020 Labor Rate	$202	$141	$215	$181	$154	$141	$133	$165	$133	$95							10%		$12.30		
Task 2 Project Management																						
0.2	Project Coordination	8		40								48	$10,984					$0		$390	$390	$11,286
	subtotal hours	8	0	40	0	0	0	0	0	0	0	48										
	SUBTOTAL: COSTS	$2,096	$0	$8,600	$0	$0	$0	$0	$0	$0	$0		$10,696					$0	$0	$590	$590	$11,286
Task 3 - Preliminary Engineering Report (PER)																						
3.2	Complete PER (with amendment scope elements)		10				20				4	34	$5,450					$0		$418	$418	$5,868
	subtotal hours	0	10	0	0	0	0	20	0	0	4	34										
	SUBTOTAL: COSTS	$0	$2,410	$0	$0	$0	$0	$2,660	$0	$0	$380		$5,450					$0	$0	$418	$418	$5,868
Task 4 - Conceptual Design (30%)																						
4.4	30% Design - Flocculation		20	30	30	30	40	60	40	80	4	314	$45,446					$0		$3,542	$3,542	$54,302
4.5	30% QA/QC		20	20								40	$9,120					$0	$3,600	$432	$4,032	$13,417
4.6	Cost Estimate			24	24			12				60	$11,340					$0		$738	$738	$12,078
	subtotal hours	0	40	74	54	30	40	72	40	80	4	414										
	SUBTOTAL: COSTS	$0	$9,640	$15,910	$10,314	$4,950	$5,640	$9,576	$6,600	$7,980	$380		$70,906					$0	$3,600	$5,092	$8,692	$79,782
Task 5 - Preliminary Design (60%)																						
5.4	60% Design - Flocculation		20	20	60	60	60	60	60	100	30	470	$72,780					$0		$5,781	$5,781	$78,471
5.5	60% QA/QC	20	40									60	$14,880						$3,600	$738	$4,338	$19,418
5.6	Cost Estimate Update	8	20	20		8		8				64	$13,016					$0		$787	$787	$14,303
	subtotal hours	28	80	40	60	68	60	68	60	100	30	594				28						
	SUBTOTAL: COSTS	$	$19,280	$8,600	$11,460	$11,968	$8,460	$9,984	$9,900	$13,300	$2,850		$ 101,248			7,336		$0	$3,600	$7,306	$11,106	$112,362
Task 6 - Final Design (90%)																						
6.4	90% Design - Flocculation		20	40	40	40	80	40	80	80	30	410	$64,210					$0		$5,043	$5,043	$69,253
6.6	90% QA/QC	20	40									60	$14,880						$2,500	$738	$3,238	$18,118
6.7	Updated Design Report and Final Cost Estimate		20	80				20		4	12	96	$17,752					$0		$1,181	$1,181	$18,933
6.8	Bid Documents		8	20	20	20	20	20	40	40	12	200	$31,824							$2,460	$2,460	$34,284
	subtotal hours	20	88	100	60	60	60	60	100	124	54	766										
	SUBTOTAL: COSTS	$5,240	$21,208	$21,500	$11,460	$9,720	$11,280	$10,640	$16,500	$16,492	$5,130		$128,170					$0	$2,500	$9,422	$11,922	$141,092
Task 9 - Subconsultants and Supplemental Engineering																						
9.1	Geotechnical engineering		8				8					16	$2,992			$30,000	$30,000	$3,000		$197	$33,197	$36,189
9.2	Survey			8			8	8				24	$4,104			$20,000	$20,000	$2,000		$276	$22,276	$26,380
9.3	Structural Evaluation		60			20	4					84	$16,230					$0	$1,300	$1,013	$2,313	$20,565
	subtotal hours	0	68	8	0	20	0	20	8	0	0	124										
	SUBTOTAL: COSTS	$0	$16,386	$1,720	$0	$3,240	$0	$2,660	$1,320	$0	$0		$25,326			$50,000	$50,000	$5,000	$1,300	$1,525	$7,825	$83,151
	TOTAL SERVICES: LABOR HOURS	56	286	268	174	178	180	260	208	284	92	1986		0								
	TOTAL COST OF SERVICES (EXCLUDING NMGRT)	$14,672	$68,926	$56,330	$33,234	$28,836	$25,380	$34,560	$34,320	$37,772	$8,740		$342,790			$50,000	$50,000	$8,000	$11,400	$24,384	$40,784	$433,646
																				NMGRT (8.4375%)		$36,580

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Carollo Engineers, Inc

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $477,282.00

Termination Date: December 31, 2020

☑ Approved by Council Date: January 30, 2019

☐ or by City Manager Date:

Contract is for: Design CPE

Amendment # 1 to the Original Contract# 190075

Increase/(Decrease) Amount $ $433,544.00

Extend Termination Date to: December 31, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase and amend scope and compensation

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Contract Number?

Amount $ 477,282.00 of original Contract# pending Termination Date: 12/31/2020

Reason: Original Contract

Amount $ 433,544.00 amendment # 1 Termination Date: 12/31/2021

Reason: increase and amend scope and Comp

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $ 910826.00

PURCHASING DIVISION
FEB 20 '20 PM1:54

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 19/10P Date: September 26, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 2 year *Shall not exceed 4yrs. Current exp: 12/30/20 $477,282.
example: (First year of 4 year contract) increasing - additional $ 433,544 -

[signature] CPO 2/25/20
Purchasing Officer Review

Comments or Exceptions: Deliverables/Quote? for $477,282 2/19-2/20? from Contractor.

7 **Funding Source:** Water CIP **BU/Line Item:** 5050395.572960
WTR1950528
Munis # 3200500

AJL 2/17/20 mg
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # # _____

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

FEB 17 '20 PM12:54
RCVD BUDGET

PS002011

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineers, Inc.

Procurement Title: Engineering Services for Canyon Road Water Treatment Plant CPE and Facility Optimization Project

Solicitation RFP#: #'19/10/P - Amendment #1

Department Requesting/Staff Member Kristin Johansen, Water Division Engineer

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet NOT attached 2/25/20
☒	☐	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☒	Other: _____

Kristin Johansen, Water Division Engineer
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Ethan Conaway, CPO 2/25/20
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☒	☐	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☐	☒	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)

*

PURCHASING DIVISION
FEB 20 '20 PM1:53

☒	☐	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☒	☐	Reference Reviews/Reference Check Questionnaires
☒	☐	Pricing evaluation
☒	☐	Final overall evaluation matrix or summary of evaluator scores
☐	☒	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☒	☐	Contract Award Notice
☒	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☒	☐	Waiver or "No Action Taken" from Procurement Office
☒	☐	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☒	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☒	☐	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☒	☐	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☒	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☒	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☒	Local Preference Form
☐	☒	New Mexico Residence Form
☐	☒	Veterans Exemption
☐	☒	Other: _____

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

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☒	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☒	☐	**Original proposal (s) with no redactions** Not Attached - 2/25/20

Kristin Johansen, Water Division Engineer

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2020

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

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

PRODUCER: Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com
www.risk-strategies.com CA DOI License No. 0F06675	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED Carollo Engineers, Inc. 2795 Mitchell Dr. Walnut Creek CA 94598-1601	INSURER A : INSURER B : American Casualty Company of Reading, PA 20427 INSURER C : Valley Forge Insurance Company 20508 INSURER D : Continental Casualty Company 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 53461185 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6050490270	12/31/2019	12/31/2020	✓ PER STATUTE ✓ OTH-ER	Deductible: $0
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		6050490298	12/31/2019	12/31/2020	E.L. EACH ACCIDENT	$ $1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000
D	Professional Liability Unlimited Prior Acts			AEH288354410	7/4/2019	7/4/2020	Each Claim: Aggregate: Deductible:	$1,000,000 $1,000,000 $400,000

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

Projects as on file with the insured including but not limited to: Canyon Road Water Treatment Plant CPE and Facility Optimization Project, CIP #924-A RFP #'19/10/P. Carollo Project #11443A.10

CERTIFICATE HOLDER

City of Santa Fe
Purchasing Office
2651 Siringo Road, Bldg. H
Santa Fee NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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53461185 | 119-20 CO-AL-GL-WC 19-20 EE (813X/SM) Debbie Richie | 1/7/2020 9:48:53 AM (PST) | Page 1 of 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2020

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

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

PRODUCER: Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com — CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 — FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com
INSURED Carollo Engineers, Inc. 2795 Mitchell Dr. Walnut Creek CA 94598-1601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : INSURER B : American Casualty Company of Reading, PA — 20427 INSURER C : Valley Forge Insurance Company — 20508 INSURER D : Continental Casualty Company — 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 53461185 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6050490270	12/31/2019	12/31/2020	✓ PER STATUTE ✓ OTH-ER	Deductible: $0
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		6050490298	12/31/2019	12/31/2020	E.L. EACH ACCIDENT	$ $1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000
D	Professional Liability Unlimited Prior Acts			AEH288354410	7/4/2019	7/4/2020	Each Claim: Aggregate: Deductible:	$1,000,000 $1,000,000 $400,000

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

Projects as on file with the insured including but not limited to: Canyon Road Water Treatment Plant CPE and Facility Optimization Project, CIP #924-A RFP #'19/10/P Carollo Project #11443A 10

CERTIFICATE HOLDER

City of Santa Fe
Purchasing Office
2651 Siringo Road, Bldg. H
Santa Fee NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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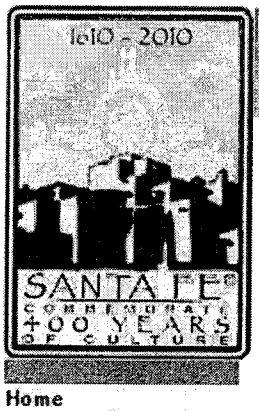

Business Licenses

Home
License Information ▶
Renew License
Email Us

Public License Information

Renew License

License Number:	19-00117760		
Business Control:	0062618	**Location ID:**	000034965

Business Name & Address
CAROLLO ENGINEERS INC
SF COUNTY
SANTA FE NM 87501

Mailing Address
4600 E WASHINGTON STE 500
PHOENIX AZ 85034

Date Opened:	01/16/2013	**Contractor Flag:**	
		Type of Ownership:	CP
Business Phone:	(714) 593-5100	**Status:**	Active

Owner Information

License Information

Classification:	010COUN BUSINESS LOCATED OUT OF CITY LIMITS
License Status, Date:	ACTIVE , 12/27/2018
Appl, Issue Date:	12/27/2018, 12/27/2018
License Valid Thru Date:	12/31/2019

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/13/2021

ISSUE NO. 7d

Request for approval of Amendment # 2 to the Professional Services Agreement with Carollo Engineers, Inc. for engineering services during construction and a term extension of thirteen months, (John Del Mar, Engineer Supervisor, jpdelmar@santafenm.gov, 955-4231)

1. Request for approval of a Budget Adjustment Resolution (BAR) in the amount of $474,519 from the Water Enterprise Fund for Amendment # 2 with Carollo Engineers, Inc PSA.

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda 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		

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for approval of a Sole Source Contract with the Santa Fe Watershed Associated to provide Watershed Education to te General Public and Santa Fe Youth for a term of 4 years in the amount of $352,000. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Water Conservation Committee: 12/14/2021
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

Item Type - contract

Item Owner - Christine Chavez

Item Sponsor -

Item Tracking Number - 21-13035

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

The education program is expanding quickly and there is a lot of support and partnerships being formed. This contract would allow us to continue the 5th grade My Water, My Watershed program and further leverage the education programming of the SFWA to expand our Passport Program to include:

- 6th grade component aligned with the SFWA's Mi Arroyo, Mi Tierra program
- Middle school component aligned with the SFWA's Watershed Community Science and Monitoring program
- Education rain garden projects for high school students and a "Build your own Basin" program for our residential customers
- Educational tours for the public into the Municipal Watershed

The SFWA has a team of talented educators and staff who have established relationships with many others in the City. Partnering with them has made our education program very successful and we're excited to continue to expand the program as well as collaborate internally to build each other's messaging into a comprehensive education program.

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PROCUREMENT METHOD:
The procurement method is a Sole Source approved by the City of Santa Fe Purchasing Director on 10/13/21.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203114

FUNDING SOURCE:
Budget is available amount of $95,425 in the following

The funding source is:
Fund Name/Number: Water Division/505
Munis Org Name/Number: Water Conservation/ 5050382
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:
Request review and approval of the Sole Source PSA with SFWA.

Item#_____
Munis Contract# 3203114

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Santa Fe Watershed Association** , 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 as described in Exhibit "A" attached hereto.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement including gross receipts tax and expenses, shall not exceed three hundred eighty one thousand seven hundred dollars ($381,700) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars ($88,000) in (FY22). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars ($7,425) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars ($88,000) in (FY23). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars ($7,425) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars ($88,000) in (FY24). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars ($7,425) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars ($88,000) in (FY25). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars ($7,425) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to

year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become

the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this

Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

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

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

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

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Christine Chavez
Water Conservation Dept.
Water Division
City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Santa Fe Watershed Association
1413 Second Street, Suite 3
Santa Fe, NM 87505

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
Santa Fe Watershed Association

NAME Andy Otto

Executive Director
TITLE

DATE: 24 November 2021
CRS# 02-477493-00-8
Registration # 224509

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 16, 2021 16:26 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050382.510310
●rg. Name/Org#.

Exhibit A

1. SCOPE OF SERVICES:

A. In support of the City of Santa Fe's Municipal Watershed Management Program and the goals of the City Water Conservation Department, the Contractor shall provide watershed educational outreach, including: forest and riparian ecology, natural and cultural history, water conservation, and water issues to the general public and to Santa Fe youth. The goals of the outreach to the Santa Fe community are to create greater awareness and a sense of ownership toward the municipal watershed and the entire Santa Fe River watershed as a whole, plus an appreciation for pressing water resource issues such as drought and climate change and fostering community support for the ongoing forest and watershed management activities, which protect the City of Santa Fe's drinking water supply.

Contractor will obtain City approval for all information made available to the public under this contract, including brochures, publications, utility billing inserts, newsletters, on-line content, video, articles, and press releases. Contractor shall follow Watershed Access Policy Guidelines for all entry to the closed Santa Fe Municipal Watershed.

B. Specific Scope of Work shall include:

1) My Water, My Watershed – 5th Grade Outdoor Education Programming

Multiple classroom visits with a corresponding field trip is a more effective means of educating youth than a single classroom visit and is more costly. Contractor shall conduct an experiential, hands-on, science-based education program to at least twenty classrooms. This program provides a classroom session introducing watersheds and methods used to evaluate the health of an environment. This is followed by an all-day field visit to the watershed to investigate, explore and collect data. The program culminates in a classroom session to evaluate and interpret their data along with exploring ideas for water conservation. All activities are correlated to state education science standards and benchmarks. Additional activities and evaluations are made available for teachers prior to and/or following the final classroom visits.

Alternative Virtual Classes:

Given the great uncertainty surrounding outdoor education programming in New Mexico for the foreseeable future, SFWA has designed the YouTube videos to be usable by teachers, whether we are able to facilitate in-person class visits and field trips or not. If we are able to have field trips in the near future, the videos will provide a fun and educational supplement. If we are not able to have field trips, students will still have the opportunity to learn about their local watershed and some of the other important topics we cover in the "My Water, My Watershed" program. Teachers can schedule "virtual field trips" if in-person experiences are not possible.

Two Facebook Live videos along were created on subjects that would normally be delivered to students during classroom visits and field trips.

The first Facebook Live video, "build your own water cycle," can be viewed here: https://www.facebook.com/watch/?v=823745051484488

The second Facebook Live video, "cabbage juice as a pH indicator," can be viewed here:

https://www.facebook.com/watch/?v=236203444355467

The "My Water, My Watershed" playlist, currently consisting of three videos, can be viewed on SFWA's YouTube channel: https://www.youtube.com/playlist?list=PLpdgEunifDfTZsEJ7_4KCozZwqD4xG-y9

Santa Fe Outdoor Education Collaborative:
A Task Force of Teachers will be annually convened as part of a cooperative program between the Santa Fe Watershed Association, the Santa Fe Botanical Garden, and the Randall Davey Audubon Center. The goal is to advise on both the program and the curriculum. These findings will be part of the Annual Report.

Curriculum Revision/Development

Given the drastic changes to education within the last year and a half, as well as expanding opportunities for collaboration and outdoor learning, it is important to periodically update existing programming and develop supplemental learning opportunities.

The My Water, My Watershed Program curriculum will be revised with City approval, in order to align with developments in educational standards, resources, and programming that is available through other organizations.

Deliverables: Two classroom programs and one field visit for up to at least 20 school classes, serving approx. 400 students per year over the contract period, as well as an updated curriculum. The Contractor shall coordinate with the teachers and public-school transportation system to provide buses for the field portion of the program. Costs included cover the cost of the buses for transportation and a restroom facility in the watershed. Also, costs included cover the Contractor

securing alternative sites for the program outside the municipal watershed while municipal reservoir construction activities are occurring.

The Contractor shall coordinate all planned classroom field trips with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate this program. The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation.

2) City Water Conservation Department Educational Support and Consulting

The Contractor shall be available for direct consultation, programming development and support with the City Water Conservation Department. This includes meetings, collaborations, assistance with facilitating relevant City outreach programming, and developing and assisting with other relevant City programs.

Deliverable: regular meetings with Water Conservation personnel.

3) Mi Arroyo, Mi Tierra – 6th Grade Outdoor Education Programming

As a supplement to the 5th Grade program, SFWA will develop a 6th Grade program focused on arroyo learning and stewardship. This curriculum will still focus on core science concepts and aligned with State standards but will expand to service-learning and place-based engagement. Once the curriculum is developed, SFWA will work with teachers, the Santa Fe Outdoor Education Collaborative, and other partners to maximize the reach and relevance of the program. The curriculum will continue to be periodically update to reflect teacher feedback and new education standards.

Deliverables: 6th Grade arroyo curriculum (first year), and at least 10 SFPS classes in following years (~200 students). Students will be able to experience the ephemeral channels closest to their schools, as well as understand how arroyos are connected throughout the Santa Fe River watershed.

4) Watershed Community Science and Monitoring

The Contractor will revisit and revise previous monitoring protocols for Middle and High School students, collaborate with other organizations to effectively manage data and protocols, and create an overall monitoring curriculum. Monitoring is an effective strategy to engage middle and high school students in

watershed management, while helping all of us get a better picture of the many facets of watershed health. Students will be able to collect data on a variety of variables throughout the watershed, such as near their schools, in nearby arroyos, rain gardens, different sections of the River, and in the Municipal Watershed.

Deliverables: in the first year the Contractor will develop on overall monitoring curriculum for Middle and High School Students, as well as adult volunteers. In following years the Contractor will share data as it is collected, and will align protocols with City of Santa Fe Guidelines.

5) Educational Rain Gardens

The Contractor will work with the Santa Fe Public Schools Office of Sustainability, schools, teachers, students and other community organizations to design and care for rain gardens on campus. Students will have the opportunity to learn about green stormwater infrastructure, soil health, pollinator habitat, water conservation, and groundwater infiltration. The Contractor will be available to help oversee and/or facilitate the construction of new rain gardens as well, but associated costs are outside this Scope of Work.

Deliverables: the Contractor will work with 4 schools per year to design and maintain rain gardens.

6) New Mexico Climate Masters Program

Climate Change has become a reality, and nowhere is it seen more dramatically than in the drying of the forest and lessening of the surface water supply, especially the Santa Fe River. To help promote education of the impacts of climate change, and focus outreach efforts toward community leaders, activists, and residents pursuing continuing education, the Contractor has designed an adult learning program that emphasizes the need for mitigation strategies, careful resource planning and water use in the Santa Fe River watershed.

Deliverables: The Contractor shall implement a New Mexico Climate Masters Program modeled after the New Mexico Environment Department's successful program. Up to 25 participants will go through a 30 hour program (10 classroom sessions at two and a half hours each session along with a 5 hour field trip) covering topics from transportation, energy efficiency, consumption and waste, and water resources and forest ecology with specific attention to impacts of climate change to Santa Fe's surface water resources and the implications for future planning and use. The participants will take a field trip into the municipal watershed, coordinated by the SFWA education staff, to learn about ongoing

efforts to protect the City's water supply from catastrophic wildfire and about the City's water utility's infrastructure, diverse water supply portfolio, and long range management strategies to ensure safe, reliable water supply.

The Contractor shall coordinate the planned NM Climate Masters Program field trip with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate these watershed activities. (The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation.

In addition to the classroom experience, participants are expected to complete 30 hours of community carbon reduction and water conservation outreach service as part of their individual or group projects. The Contractor shall approve of and support the student-designed projects, which the Contractor shall highlight in the newsletter.

7) Public Hikes and Van Trips – Municipal Watershed Tours

The best way to get people interested in the Santa Fe River watershed is to have them experience it directly. These Upper Watershed hikes will be offered throughout the year from July through October. Three of the four watershed tours will be five mile hiking tours; one of the watershed tours will be a driving tour for accessibility to those who otherwise could not complete the hiking tours. All public hiking tours will be approximately five hours round trip due to walking; the driving tour will be two and a half hours round trip. Each tour will provide an overview of the watershed's natural history, fire ecology, vegetation and water management, as follows:

- Natural history: local flora and fauna, and human impacts upon them
- Fire ecology: fire history and fire regimes of forest types within the watershed
- Vegetation management: the need for thinning and burning, smoke education, and management strategies in Wilderness Area versus lower vegetation zones
- Water management: reservoirs, river health, conservation, and mechanisms for preserving water quality
- Cultural history: water use and management over the last 400 years

Deliverables: Four guided tours of the municipal watershed, which include three hiking tours and one driving tour. The Contractor shall publicize the watershed tours (with the intent to recruit participants from underrepresented areas of the city),

organize speakers, register and fill-out the necessary city access forms, and lead each outing.

A handout with basic information on each subject will be available for all participants. The handout will be developed in collaboration with all partners, with the US Forest Service providing information on fire ecology and vegetation management, and the City providing information about water management and wildland urban fire.

The Contractor shall coordinate all planned public watershed hikes, including van tours, with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate these watershed activities. The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation. The Contractor shall not charge a fee or request a donation of any municipal watershed tour participant.

8) Annual Report

An educational outreach Annual Report citing results of the My Water, My Watershed 5th grade classroom and field visit pre and post-tests; number of students involved in the My Water, My Watershed program; results of the middle/high school monitoring, including the amount of students; amount of participants in the municipal watershed tours; number of participants in the climate master's program; number of successful community programs; website updates.

Deliverable: Contractor will deliver at least two printed copies of the educational outreach Annual Report and one electronic version to the City of Santa Fe Water Division. Contractor will present information from the final version of the Annual Report to the City of Santa Fe's governing body and other associated committees, commissions, or boards, such as Public Utilities Committee, River Commission, or Buckman Direct Diversion Board, upon request.

With the guidance of the City Water Conservation Department, the Contractor will also provide updates on all other programming described in this Scope of Work, such as the 6th Grade arroyo program, Climate Masters, rain garden education, monitoring, and Municipal Watershed hikes.

Exhibit B

Santa Fe WATERSHED ASSOCIATION
1413 Second Street, Suite 3
Santa Fe, NM 87505
Phone: 505-820-1696
Fax: 505-986-9132
www.santafewatershed.org

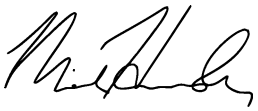
Sole Source Estimate

Delivered to:
Christine Chavez *Water Conservation Dept.* City of Santa Fe City of Santa Fe Water Division P.O. Box 909 Santa Fe, NM 87504-0909

Description	**Amount Estimated:**
Professional Services-Provide general watershed educational outreach to the general public and Santa Fe youth. August 20, 2021	
Task 1: My Water, My Watershed 5th Grade Outdoor Education Programming (virtual and in-person watershed activities as COVID-guidelines allow, including field trips with at least 20 classes, classroom visits, teacher support, a final report, and regular curriculum updating)	$30,000.00 / year
Task 2: Assist and Support Education Programming and Outreach at City Water Conservation Department (consulting, updating City programs, fit with other departments, programs)	$20,000 / year
Task 3: Mi Arroyo, Mi Tierra 6th Grade Programming (6th Grade arroyo extension of MWMW program, including curriculum design and updates, field trips, classroom visits, teacher support, and a final report)	$15,000.00 / year
Task 4: Watershed Community Science and Monitoring (develop, implement, and update monitoring, data collection and storage opportunities for volunteers and students, as well as mentorship opportunities between age groups)	$6,000.00 / year
Task 5: Educational Rain Gardens (work with schools, teachers, and students to design and maintain rain gardens on school properties. Construction costs would be extra)	$10,000 / year
Task 6: Climate Masters (10 classes and a final report)	$5,000.00 / year

Task 7: Municipal Watershed Adult Hikes (including a final report) **Task 8: Year-End Report** (summary of all task deliverables) **Tax:** **Total**	$1,000.00 / year $1,000.00 / year N/A per non-profit status **$88,000.00**
Total Estimate:	**$88,000.00**

Respectfully submitted,



Mori Hensley, Director of Planning, Education, and Restoration

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203114**

Contractor: **Santa Fe Watershed Association**

Description: **Water Conservation Educational Outreach Program**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: **Contract $352,000**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **Sole Source 10/13/21**

Fran Dunaway (Dec 3, 2021 13:30 MST) Dec 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Sole Source approved and posted 30days. issuance of a PSA

4. **Funding Source:** **Water Conservation** **Org / Object:** **5050382.510310**

Andy Hopkins (Dec 2, 2021 11:52 MST) Dec 2, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 400 Kiva Court Santa Fe NM 87505	**CONTACT NAME:** Leigh Quirk **PHONE (A/C, No, Ext):** 575-224-3175 **FAX (A/C, No):** 505-983-9145 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company / 18058
INSURED Santa Fe Watershed Association 1413 Second St., Ste 3 Santa Fe NM 87505	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 484277775 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2252699	3/19/2021	3/19/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 20,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESSLIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

City Of Santa Fe
P O Box 909
Santa Fe NM 87504-0909
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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: SANTA FE WATERSHED ASSOCIATION
DBA: SANTA FE WATERSHED ASSOCIATION

Business Location: 1413 SECOND ST
SANTA FE, NM 87505

CRS Number: 02477993008

Owner: SANTA FE WATERSHED ASSOCIATION

License Number: 224509

License Type: Business License - Renewable

Issued Date: June 02, 2021

Classification: Business Registration - Standard

Expiration Date: June 02, 2022

Fees Paid: $35.00

SANTA FE WATERSHED ASSOCIATION
1413 SECOND ST SUITE 3
SANTA FE, NM 87505

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

Santa Fe Watershed packet

Final Audit Report 2021-11-22

Created:	2021-11-22
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjHEpOEWhFrgo58PxtPXneWOgxp4OfJOs

"Santa Fe Watershed packet" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-11-22 - 5:38:06 PM GMT- IP address: 63.232.20.2

Document emailed to Christine Chavez (cychavez@santafenm.gov) for signature
2021-11-22 - 5:39:12 PM GMT

Email viewed by Christine Chavez (cychavez@santafenm.gov)
2021-11-22 - 7:14:26 PM GMT- IP address: 104.47.65.254

Document e-signed by Christine Chavez (cychavez@santafenm.gov)
Signature Date: 2021-11-22 - 7:15:16 PM GMT - Time Source: server- IP address: 73.127.180.217

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-11-22 - 7:15:18 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-11-22 - 8:12:35 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-11-22 - 8:15:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-11-22 - 8:15:07 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-11-22 - 8:24:26 PM GMT- IP address: 104.47.65.254

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-11-22 - 8:25:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-11-22 - 8:25:00 PM GMT

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones (Nov 22, 2021 13:25 MST)

Email: swjones@santafenm.gov

Dec 3, 2021

Contractor Name Santa Fe Watershed Association

Procurement Title: Sole Source educational programming specific to the Santa Fe Water system and the Santa Fe River watershed.

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 Department Staff Name Christine Chavez

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
☐	X	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Christine Chavez Christine Chavez Water Conservation Manager 11/22/2021

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

Chief Procurement Officer

Purchasing Officer (attesting that all information is reviewed) Title Date

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

*

City of Santa Fe, New Mexico
Memorandum

Date: September 2, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Shannon Jones, Public Utility Director SJ

From: Andrew Erdmann, Water Conservation Specialist PAE

ITEM & ISSUE:

Request for Declaration of a Sole Source

SUMMARY & BACKGROUND:

This is a formal request for a declaration of sole source to The Santa Fe Watershed Association. This contractor specializes in educational programming specific to the Santa Fe Water system and the Santa Fe River watershed.

The total amount for this four year request is $5 million dollars.

REQUESTED ACTION:

Your consideration and approval of this request is greatly appreciated

SOLE SOURCE

☑ **APPROVED**

☐ **NOT APPROVED**

Fran Dunaway (Oct 13, 2021 14:30 MDT)

Fran Dunaway, Chief Procurement Officer **Date** Oct 13, 2021

SOLE SOURCE REQUEST AND DETERMINATION FORM

This form must be forwarded to the Purchasing Officer for the City of Santa Fe Purchasing Office for processing.

Date: 9/2/2021

Prepared By: Andrew Erdmann **Title:** Water Conservation Specialist

Vendor Name: Santa Fe Watershed Association

Address: 1413 Second St. Ste 3

City: Santa Fe **State:** NM **Zip Code:** 87505

Description of Good/Service to be Procured:

Estimated Cost: $88,000/yr **Term of Contract:** 4 years

1. Explain why this is the only available source that can be meet the needs of your department.

The Santa Fe Watershed Association is uniquely qualified to provide the location specific education programming sought by this contract.

Local Knowledge - The information being taught to students is highly localized and the Santa Fe Watershed Association have more institutional and staff knowledge and experience than any other educational organization.

Efficiency – The Santa Fe Watershed Association has longstanding experience working with the partners for this project including city staff from Water Conservation Office and the Canyon Road Water Treatment Plant, security contractors in the Watershed itself, partnerships with other local non-profits specializing in relevant scientific education, and long standing relationships with individual SFPS teachers. These partnerships increase efficiency, reduce costs, and improve outcomes.

Safety - Additionally, the familiarity of the Watershed Association staff with the facilities, staff, landscape and infrastructure in the watershed enhances the safety of the students and accompanying volunteers.

2. Explain why this vendor is the only available source from which to obtain this product of service.

X	**The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or**
	Other reason, please explain in full. Attach additional sheets, if necessary.

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

The Santa Fe Watershed Association is a long established local organization with a mission specific focus on the Santa Fe River and Watershed. The tight local focus and long term commitment to the mission mean that the Santa Fe Watershed Association alone has the experience, professional staff and contacts, and expansive local knowledge required.

Approvals:

Based on the above facts, the Purchasing Office has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.

Fran Dunaway (Oct 13, 2021 14:30 MDT) Oct 13, 2021

Fran Dunaway **Date**
Purchasing Officer

Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.

Fran Dunaway (Nov 8, 2021 12:42 MST) Nov 8, 2021

Fran Dunaway, **Date**
Purchasing Director
City of Santa Fe

Required Attachments:

***Letter from Contractor, if applicable**

***Agenda Item to be presented to City Council if over $50,000 for Professional Services and $50,000 for Goods and Non-Professional Services**

1413 Second Street, Suite 3
Santa Fe, NM 87505
(505) 820-1696; fax 986-9132
andy@santafewatershed.org
santafewatershed.org

September 3, 2021

To: Christine Chavez, Water Conservation Manager, City of Santa Fe Water Department

From: Andy Otto, Executive Director, Santa Fe Watershed Association and Mori Hensley, Education Director, Santa Fe Watershed Association

Re: Santa Fe Watershed Association's unique qualifications to implement Upper Watershed Education and Outreach under the 20-year Municipal Watershed Management Plan 2010-2030

The Santa Fe Watershed Association (SFWA) has implemented education and outreach programs under the 20-year Municipal Watershed Management Plan since Fall 2010 in partnership with the City of Santa Fe, U.S. Forest Service, and The Nature Conservancy. SFWA is specifically named in that plan to complete the Outreach and Education components of the plan.

Over the course of the last eleven years, the SFWA has designed, implemented, and evaluated a variety of education programs and outreach materials designed to increase awareness among a variety of audiences, both youth and adult, about forest and water management in the Santa Fe Municipal Watershed. Most notably, the SFWA has implemented a successful program called My Water, My Watershed for Santa Fe Public Schools upper elementary students which has served over 9,000 students thus far. Additionally, SFWA has conducted the New Mexico Climate Masters class for the past nine years.

Based upon our eleven plus years of experience implementing both education programs and developing and distributing outreach materials, we believe the SFWA is uniquely qualified to continue implementing education and outreach activities under the Santa Fe Municipal Watershed Plan. Our education programs such as My Water, My Watershed, Watershed Community Science and Monitoring, Municipal Watershed tours (through hikes and van trips), New Mexico Climate Masters class, City Water Conservation Department Educational Support and Consulting, Mi Arroyo, Mi Tierra Outdoor Education Programming, Educational Rain Gardens, and community presentations are well developed programs that have been implemented and evaluated. In addition, partnerships with the Santa Fe Public Schools as well as other key partners have already been established to allow these programs to continue to run smoothly. These education programs have activities that have already been tested. For example, each My Water, My Watershed has a pre- and post-assessment along with a teacher evaluation which has allowed us to create a program that is in high demand by teachers because of its activities that align with the New Mexico Science Standards and benchmarks and that create a safe and productive experience for students in the outdoors.

We have planned to begin work on September 1,2021 with funding from a private foundation. With already established programs along with a demand for these programs, we are in a unique position to continue doing this work. Also, for example, we receive requests for the watershed tours on a weekly basis and are ready to begin advertising these tours and registering participants immediately to be able to begin offering these tours in fall of 2021.

We have worked diligently to create relationships with teachers, school administrators, and the Santa Fe Public Schools transportation department and currently plan to have over 20 classrooms tentatively scheduled, depending on Covid protocols, for My Water, My Watershed program in Fall 2021. These relationships along with our already tested program will allow us to continue offering this flagship program of the 20-year Municipal Watershed Management Plan this Fall. It would be impossible for any other individual or organization to implement school year programs in Spring 2021 for the following reasons:

1) We already have established, tested education programs such as My Water, My Watershed and with our middle and high school monitoring programs that are currently aligned with New Mexico science standards and benchmarks.
2) These school programs are already familiar to school administrators who approve these programs. Teachers must receive prior permission by administrators to participate in programs such as My Water, My Watershed. Our school programs have already been established within the Santa Fe Public School district for the last eleven years and relationships with administrators are already well established. .
3) We at the Santa Fe Watershed Association are in ongoing conversations with two partners to obtain permission to use two alternate sites. This would allow flexibility of the programs during times of construction or other potential access limitation into the Upper Watershed.

Lastly, our Education Specialist, Julie Hasty, has over ten years of experience teaching over 10,000 students in the outdoors throughout New Mexico and Arizona. This experience plus SFWA's has been put to use to be able to create a safe experience for over ten thousand participants with no major accidents. Additionally, our on-going relationships established with the Randall Davey Audubon Center, the Santa Fe Botanical Garden, and The Nature Conservancy's Santa Fe Canyon Preserve have allowed the Santa Fe Watershed Association to position itself to continue to provide a safe atmosphere for participants to learn in the outdoors in the Upper Watershed.

Sincerely,

Andy Otto

Andy Otto, Executive Director

Santa Fe WATERSHED ASSOCIATION
1413 Second Street, Suite 3
Santa Fe, NM 87505
Phone: 505-820-1696
Fax: 505-986-9132
www.santafewatershed.org

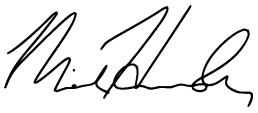
Sole Source Estimate

Delivered to:
Christine Chavez *Water Conservation Dept.* City of Santa Fe City of Santa Fe Water Division P.O. Box 909 Santa Fe, NM 87504-0909

Description	**Amount Estimated:**
Professional Services-Provide general watershed educational outreach to the general public and Santa Fe youth. August 20, 2021	
Task 1: My Water, My Watershed 5th Grade Outdoor Education Programming (virtual and in-person watershed activities as COVID-guidelines allow, including field trips with at least 20 classes, classroom visits, teacher support, a final report, and regular curriculum updating)	$30,000.00 / year
Task 2: Assist and Support Education Programming and Outreach at City Water Conservation Department (consulting, updating City programs, fit with other departments, programs)	$20,000 / year
Task 3: Mi Arroyo, Mi Tierra 6th Grade Programming (6th Grade arroyo extension of MWMW program, including curriculum design and updates, field trips, classroom visits, teacher support, and a final report)	$15,000.00 / year
Task 4: Watershed Community Science and Monitoring (develop, implement, and update monitoring, data collection and storage opportunities for volunteers and students, as well as mentorship opportunities between age groups)	$6,000.00 / year
Task 5: Educational Rain Gardens (work with schools, teachers, and students to design and maintain rain gardens on school properties. Construction costs would be extra)	$10,000 / year
Task 6: Climate Masters (10 classes and a final report)	$5,000.00 / year

Task 7: Municipal Watershed Adult Hikes (including a final report) **Task 8: Year-End Report** (summary of all task deliverables) **Tax:** **Total**	$1,000.00 / year $1,000.00 / year N/A per non-profit status **$88,000.00**
Total Estimate:	**$88,000.00**

Respectfully submitted,



Mori Hensley, Director of Planning, Education, and Restoration

Signature: Parry Andrew Erdmann
Parry Andrew Erdmann (Sep 3, 2021 15:53 MDT)

Email: paerdmann@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

1. SCOPE OF SERVICES:

A. In support of the City of Santa Fe's Municipal Watershed Management Program and the goals of the City Water Conservation Department, the Contractor shall provide watershed educational outreach, including: forest and riparian ecology, natural and cultural history, water conservation, and water issues to the general public and to Santa Fe youth. The goals of the outreach to the Santa Fe community are to create greater awareness and a sense of ownership toward the municipal watershed and the entire Santa Fe River watershed as a whole, plus an appreciation for pressing water resource issues such as drought and climate change and fostering community support for the ongoing forest and watershed management activities, which protect the City of Santa Fe's drinking water supply.

Contractor will obtain City approval for all information made available to the public under this contract, including brochures, publications, utility billing inserts, newsletters, on-line content, video, articles, and press releases. Contractor shall follow Watershed Access Policy Guidelines for all entry to the closed Santa Fe Municipal Watershed.

B. Specific Scope of Work shall include:

1) My Water, My Watershed – 5th Grade Outdoor Education Programming

Multiple classroom visits with a corresponding field trip is a more effective means of educating youth than a single classroom visit and is more costly. Contractor shall conduct an experiential, hands-on, science-based education program to at least twenty classrooms. This program provides a classroom session introducing watersheds and methods used to evaluate the health of an environment. This is followed by an all-day field visit to the watershed to investigate, explore and collect data. The program culminates in a classroom session to evaluate and interpret their data along with exploring ideas for water conservation. All activities are correlated to state education science standards and benchmarks. Additional activities and evaluations are made available for teachers prior to and/or following the final classroom visits.

Alternative Virtual Classes:
Given the great uncertainty surrounding outdoor education programming in New Mexico for the foreseeable future, SFWA has designed the YouTube videos to be usable by teachers, whether we are able to facilitate in-person class visits and field trips or not. If we are able to have field trips in the near future, the videos will

provide a fun and educational supplement. If we are not able to have field trips, students will still have the opportunity to learn about their local watershed and some of the other important topics we cover in the “My Water, My Watershed” program. Teachers can schedule “virtual field trips” if in-person experiences are not possible.

Two Facebook Live videos along were created on subjects that would normally be delivered to students during classroom visits and field trips.

The first Facebook Live video, “build your own water cycle,” can be viewed here: https://www.facebook.com/watch/?v=823745051484488

The second Facebook Live video, “cabbage juice as a pH indicator,” can be viewed here:

https://www.facebook.com/watch/?v=236203444355467

The “My Water, My Watershed” playlist, currently consisting of three videos, can be viewed on SFWA’s YouTube channel: https://www.youtube.com/playlist?list=PLpdgEunifDfTZsEJ7_4KCozZwqD4xG-y9

Santa Fe Outdoor Education Collaborative:
A Task Force of Teachers will be annually convened as part of a cooperative program between the Santa Fe Watershed Association, the Santa Fe Botanical Garden, and the Randall Davey Audubon Center. The goal is to advise on both the program and the curriculum. These findings will be part of the Annual Report.

Curriculum Revision/Development

Given the drastic changes to education within the last year and a half, as well as expanding opportunities for collaboration and outdoor learning, it is important to periodically update existing programming and develop supplemental learning opportunities.

The My Water, My Watershed Program curriculum will be revised with City approval, in order to align with developments in educational standards, resources, and programming that is available through other organizations.

Deliverables: Two classroom programs and one field visit for up to at least 20 school classes, serving approx. 400 students per year over the contract period, as well as an updated curriculum. The Contractor shall coordinate with the teachers and public-school transportation system to provide buses for the field portion of the program. Costs included cover the cost of the buses for transportation and a restroom facility in the watershed. Also, costs included cover the Contractor securing alternative sites for the program outside the municipal watershed while municipal reservoir construction activities are occurring.

The Contractor shall coordinate all planned classroom field trips with City

personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate this program. The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation.

2) City Water Conservation Department Educational Support and Consulting

The Contractor shall be available for direct consultation, programming development and support with the City Water Conservation Department. This includes meetings, collaborations, assistance with facilitating relevant City outreach programming, and developing and assisting with other relevant City programs.

Deliverable: regular meetings with Water Conservation personnel.

3) Mi Arroyo, Mi Tierra – 6th Grade Outdoor Education Programming

As a supplement to the 5th Grade program, SFWA will develop a 6th Grade program focused on arroyo learning and stewardship. This curriculum will still focus on core science concepts and aligned with State standards but will expand to service-learning and place-based engagement. Once the curriculum is developed, SFWA will work with teachers, the Santa Fe Outdoor Education Collaborative, and other partners to maximize the reach and relevance of the program. The curriculum will continue to be periodically update to reflect teacher feedback and new education standards.

Deliverables: 6th Grade arroyo curriculum (first year), and at least 10 SFPS classes in following years (~200 students). Students will be able to experience the ephemeral channels closest to their schools, as well as understand how arroyos are connected throughout the Santa Fe River watershed.

4) Watershed Community Science and Monitoring

The Contractor will revisit and revise previous monitoring protocols for Middle and High School students, collaborate with other organizations to effectively manage data and protocols, and create an overall monitoring curriculum. Monitoring is an effective strategy to engage middle and high school students in watershed management, while helping all of us get a better picture of the many facets of watershed health. Students will be able to collect data on a variety of variables throughout the watershed, such as near their schools, in nearby arroyos, rain gardens, different sections of the River, and in the Municipal

Watershed.

Deliverables: in the first year the Contractor will develop on overall monitoring curriculum for Middle and High School Students, as well as adult volunteers. In following years the Contractor will share data as it is collected, and will align protocols with City of Santa Fe Guidelines.

5) Educational Rain Gardens

The Contractor will work with the Santa Fe Public Schools Office of Sustainability, schools, teachers, students and other community organizations to design and care for rain gardens on campus. Students will have the opportunity to learn about green stormwater infrastructure, soil health, pollinator habitat, water conservation, and groundwater infiltration. The Contractor will be available to help oversee and/or facilitate the construction of new rain gardens as well, but associated costs are outside this Scope of Work.

Deliverables: the Contractor will work with 4 schools per year to design and maintain rain gardens.

6) New Mexico Climate Masters Program

Climate Change has become a reality, and nowhere is it seen more dramatically than in the drying of the forest and lessening of the surface water supply, especially the Santa Fe River. To help promote education of the impacts of climate change, and focus outreach efforts toward community leaders, activists, and residents pursuing continuing education, the Contractor has designed an adult learning program that emphasizes the need for mitigation strategies, careful resource planning and water use in the Santa Fe River watershed.

Deliverables: The Contractor shall implement a New Mexico Climate Masters Program modeled after the New Mexico Environment Department's successful program. Up to 25 participants will go through a 30 hour program (10 classroom sessions at two and a half hours each session along with a 5 hour field trip) covering topics from transportation, energy efficiency, consumption and waste, and water resources and forest ecology with specific attention to impacts of climate change to Santa Fe's surface water resources and the implications for future planning and use. The participants will take a field trip into the municipal watershed, coordinated by the SFWA education staff, to learn about ongoing efforts to protect the City's water supply from catastrophic wildfire and about the City's water utility's infrastructure, diverse water supply portfolio, and long range management strategies to ensure safe, reliable water supply.

The Contractor shall coordinate the planned NM Climate Masters Program field trip with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate these watershed activities. (The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation.

In addition to the classroom experience, participants are expected to complete 30 hours of community carbon reduction and water conservation outreach service as part of their individual or group projects. The Contractor shall approve of and support the student-designed projects, which the Contractor shall highlight in the newsletter.

7) Public Hikes and Van Trips – Municipal Watershed Tours

The best way to get people interested in the Santa Fe River watershed is to have them experience it directly. These Upper Watershed hikes will be offered throughout the year from July through October. Three of the four watershed tours will be five mile hiking tours; one of the watershed tours will be a driving tour for accessibility to those who otherwise could not complete the hiking tours. All public hiking tours will be approximately five hours round trip due to walking; the driving tour will be two and a half hours round trip. Each tour will provide an overview of the watershed's natural history, fire ecology, vegetation and water management, as follows:

- Natural history: local flora and fauna, and human impacts upon them
- Fire ecology: fire history and fire regimes of forest types within the watershed
- Vegetation management: the need for thinning and burning, smoke education, and management strategies in Wilderness Area versus lower vegetation zones
- Water management: reservoirs, river health, conservation, and mechanisms for preserving water quality
- Cultural history: water use and management over the last 400 years

Deliverables: Four guided tours of the municipal watershed, which include three hiking tours and one driving tour. The Contractor shall publicize the watershed tours (with the intent to recruit participants from underrepresented areas of the city), organize speakers, register and fill-out the necessary city access forms, and lead each outing.

A handout with basic information on each subject will be available for all participants. The handout will be developed in collaboration with all partners, with

the US Forest Service providing information on fire ecology and vegetation management, and the City providing information about water management and wildland urban fire.

The Contractor shall coordinate all planned public watershed hikes, including van tours, with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate these watershed activities. The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation. The Contractor shall not charge a fee or request a donation of any municipal watershed tour participant.

8) Annual Report

An educational outreach Annual Report citing results of the My Water, My Watershed 5th grade classroom and field visit pre and post-tests; number of students involved in the My Water, My Watershed program; results of the middle/high school monitoring, including the amount of students; amount of participants in the municipal watershed tours; number of participants in the climate master's program; number of successful community programs; website updates.

Deliverable: Contractor will deliver at least two printed copies of the educational outreach Annual Report and one electronic version to the City of Santa Fe Water Division. Contractor will present information from the final version of the Annual Report to the City of Santa Fe's governing body and other associated committees, commissions, or boards, such as Public Utilities Committee, River Commission, or Buckman Direct Diversion Board, upon request.

With the guidance of the City Water Conservation Department, the Contractor will also provide updates on all other programming described in this Scope of Work, such as the 6th Grade arroyo program, Climate Masters, rain garden education, monitoring, and Municipal Watershed hikes.

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/13/2021
ISSUE NO. 7e Request for approval of a Sole Source Contract with the Santa Fe Watershed Associated to provide Watershed Education to te General Public and Santa Fe Youth for a term of 4 years in the amount of $352,000. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219) **Committee Review:** Public Works and Utilities Committee: 12/13/2021 Finance Committee: 01/03/2021 Water Conservation Committee: 12/14/2021 Governing Body: 01/12/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/14/2021 Water Conservation Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Amendment #1 to Valli Information System Inc. for the Monthly Electronic Bill Pay Services to increase the amount by an additional $84,000 for FY21/22. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

1. Request for approval of a BAR (Budget Amendment Resolution) in the amount of $84,000 from Cash Balances.

Committee Review:
Public Works and Utilities Committee: 01/10/2022
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

Item Type - contract amendment

Item Owner - Nancy Jimenez

Item Sponsor -

Item Tracking Number - 22-13214

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY



Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe New Mexico

Memo

Date: **December 17, 2021**

To: **City Council**
Finance Committee
Public Utility/Public Works Committee

Via: **Shannon Jones, Utility Department Director** SJ

From: **Nancy Jimenez, Utility Billing Division Director** NJ

Re: **Amendment #1 and BAR for Valli/Postal Pros/Paymentus**

Background/Summary:
The Utility Billing is respectfully asking to amend the Valli Information System Inc., DBA Postal Pros Southwest contract to continue the monthly Paymentus electronic bill pay services for utility account payments.

This monthly service charge should reduce or stop completely once the Advance Utility Billing System upgrade is finalized as Paymentus is integrated within the Advance Billing Software.

Amendment and BAR is attached for $84,000.00 for FY21/22 in business unit 5110351.510310.

Requested Action:
Approval of Amendment #1 and BAR for $84,000 for FY21/22.

Signature: Shannon Jones (Dec 17, 2021 13:50 MST)

Email: swjones@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/ UCS	12/20/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
;UCS Service Contracts	5110531	510310		84,000	
				84,000	0
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 84,000	$ -

--Attach supporting documentation/memo

Increase from Cash Balance for Paymentus charges to Valli Contract Amendmetn #1.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
511	(84,000)
TOTAL:	

Maya Martinez 12/20/2021
Prepared By *{print name}* Date

Nancy L Jimenez 12-22-21
Nancy L Jimenez (Dec 22, 2021 09:51 MST)
Division Director Signature *{optional}* Date

Shannon Jones 12/22/2021
Shannon Jones (Dec 22, 2021 09:55 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 12/22/21
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Munis # 3202758

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#21-0320

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Valli Information Systems, Inc. dba Postal Pros Southwest (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES.

The Scope of Services is amended to include:

38) Paymentus.Monthly Electronic Bill Pay Services.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation as follows:

Fiscal Year 2022, eighty four thousand dollars ($84,000) plus applicable gross receipts taxes.
Fiscal Year 2023, eighty four thousand dollars ($84,000) plus applicable gross receipts

taxes.
Fiscal Year 2024, eighty four thousand dollars ($84,000) plus applicable gross receipts taxes.
Fiscal Year 2025, eighty four thousand dollars ($84,000) plus applicable gross receipts taxes.

Increase is for total of three hundred thirty six thousand dollars ($336,000.) plus applicable gross receipts taxes, so that article 3 paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax, shall not exceed one million four hundred forty seven thousand and forty dollars ($1,447,040.) plus nmgrt, for the term of this Agreement, as described in Exhibit A, attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2021) through (FY2022) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2021) through (FY2023) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2023) through (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2024) through (FY2025) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) shall be paid by the City to the Contractor.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Valli Information Systems,
Inc. dba Postal Pros Southwest

_____ COO
NAME & TITLE

Date: 12/21/21

NM Taxation & Revenue
CRS # 02966947002
City of Santa Fe Business
Registration # 226869

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310 AH
Org. Name/Org#. AH

2021 12 15 Amendment 1 Postal Pros Valli 2022

Final Audit Report 2021-12-15

Created:	2021-12-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeMGcBqTGrjzW-9E97N47a0XJlKW9drX-

"2021 12 15 Amendment 1 Postal Pros Valli 2022" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-12-15 - 8:46:47 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-12-15 - 8:47:07 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-12-15 - 8:47:39 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-12-15 - 8:47:47 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-12-15 - 8:47:47 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202758

Contractor: Valli dba Postal Pros Southwest

Description: RFP 21/32/P Printing and Mailing Service for Utility Bills and Public Utilities Dept

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: 7/1/21 Term End Date: 6/30/25

☐ Approved by Council Date: pending

Contract / Lease: Conctract $1,140,308 inclusive of grt

Amendment # 1 to the Original Contract / Lease # 210320

Increase/(Decrease) Amount $ $33 6,000

Extend Termination Date to: N/ A

☑ Approved by Council Date:

Amendment is for: Include paymentus amount

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

210320 Original Contract $1,140 308 exp 6/25 /21 approved 6/30 /21

3. Procurement History: RFP 21/32/P

Fran Dunaway (Dec 29, 2021 11:52 MST) Dec 29, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Exp: 6/30/2025. FY 21 cannot be amended for compensation-FY 21 ended June 30, 2021. need to do a payment voucher.

4. Funding Source: Water & UCS Enterprise Fund Org / Object: 5110351; 5050382; 5050

Andy Hopkins (Dec 22, 2021 14:01 MST) Dec 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: POSTAL PROS SOUTHWEST
DBA: POSTAL PROS SOUTHWEST

Business Location: 4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

CRS Number: 03-342682-00-1

Owner: POSTAL SOUTHWEST

License Number: 226869

License Type: Business License - Renewable

Issued Date: March 16, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 16, 2022

Fees Paid: $10.00

POSTAL PROS SOUTHWEST
4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

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

VALLINF-01 BHEGGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

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: Betsy Hegge
The Hartwell Corporation PO Box 400 Caldwell, ID 83606	PHONE (A/C, No, Ext): (208) 459-1678 FAX (A/C, No): E-MAIL ADDRESS: betsyh@thehartwellcorp.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Valli Information Systems Inc DBA Postal Pros Southwest Inc 915 Main Street Suite 1000 Caldwell, ID 83605	INSURER A : Sentinel Insurance Co, Limited	11000
	INSURER B : Ohio Security Ins Co	24082
	INSURER C : Ohio Casualty Ins Co	24074
	INSURER D : Landmark American Insurance Co	33138
	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			34SBAPR2982	4/6/2021	4/6/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EPLI AGGREGATE	$ 10,000
B	AUTOMOBILE LIABILITY			BAS58431880	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			34SBAPR2982	4/6/2021	4/6/2022	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWO56984655	10/1/2020	10/1/2021	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liabili			LCY840778	8/29/2020	8/29/2021		

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

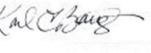
CERTIFICATE HOLDER

Santa Fe City Utility Billing
801 West San Mateo Road
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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	INSURING AGREEMENTS	LIMITS	DEDUCTIBLE	RETROACTIVE DATE
☒	Professional Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Technology Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Media Activities Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Network Security & Privacy Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Regulatory Matter	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Privacy Breach	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Data Assets Corruption	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Cyber Extortion Threat	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
	ADDITIONAL COVERAGES	LIMITS	DEDUCTIBLE	WAITING PERIOD
☒	Electronic Business Interruption	$3,000,000 Each Claim $3,000,000 Aggregate	N/A	12 hours
☒	Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒	Service Provider Business Interruption	$1,000,000 Each Claim $1,000,000 Aggregate	N/A	12 hours
☒	Service Provider Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒	Payment Card Industry Fines, Penalties & Assessments	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Cyber Crime	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Reputational Harm	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Telecommunications Fraud	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Criminal Reward	$50,000 Each Claim $50,000 Aggregate	N/A	N/A

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Valli dba Postal Pros Southwest

Procurement Title: RFP 21/32/P Printing and Mailing Service for Utility Bills

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 Department / UCS Staff Name Nancy Jimenez

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: _____

Nancy L Jimenez
Nancy L Jimenez (Dec 22, 2021 09:51 MST)

Nancy Jimenez, UCS Division Director — Utility Billing Div. Dir. — 12-22-21
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway
Fran Dunaway (Dec 29, 2021 11:52 MST)

Chief Procurement Officer — Dec 29, 2021
Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

*

City of Santa Fe, New Mexico
Memorandum

DATE: May 28, 2021

TO: Governing Body
Finance Committee
Public Utilities/Public Works

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Department Director SJ

FROM: Nancy L. Jimenez, Utility Billing Division Director NLJ

ITEM AND ISSUE:
Request for the Approval of RFP #21/32/P the Total Amount of $1,140,308 for utility bill prints, postage and insert information, for 4 years; Valli Information Systems Inc., DBA Postal Pros Southwest; (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

BACKGROUND AND SUMMARY:
Postal Pros has been working with the City of Santa Fe for over 4 years, they are our current bill print company for our monthly utility bills along with any inserts and postage used for the monthly utility bills. Postal Pros' overall score, costs and local preference was clearly the front runner in the RFP process.

Postal Pros works with Utility Billing on a daily bases, they have and will continue to make themselves available should we need assistance at any time. With Postal Pros' history with the City's current billing system and they have experience with our soon to be finalized upgraded utility billing system, they will be an asset to the Utility Billing functions. They also currently interact with our Paymentus payment processes that will also continue in the upgraded billing system.

The estimated costs per year for this 4 year contract is $277,760 plus nmgrt of 8.4375% per year ($7,320) for a total of $285,080.

PROCUREMENT METHOD:
RFP #21/32/P, which will expire on June 30, 2025.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202758.

FUNDING SOURCE:
Fund Name/Number: Utilities Admin Fund/511
Munis Org Name/Number: Utility Billing Admin/5110531
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:
Public Utility Billing Division respectfully requests your review and approval for RFP# 21/32/P to Valli Information Systems Inc., DBA Postal Pros Southwest.

Item# 21-0320
Munis Contract# 3202758

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Valli Information Systems Inc. DBA Postal Pros Southwest** 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 provide the following services for the City:

1) Contractor shall be responsible for the weekly printing and mailing of the City of Santa Fe utility bills and 15 day notices for water, sewer and refuse services for residents and businesses on a four (4) cycle per month and final bills are done weekly. In addition to the monthly invoices, the Contractor must be able to print and deliver an annual water report and other such reports on an as needed basis. The City of Santa Fe utilizes a third party Contractor (Paymentus) for customers to access a PDF of their bills

2) The average monthly total of bills to be printed and mailed and/or email out is approximately 40,000. Billing data files will be submitted weekly.

3) Contractor will receive and accept input data files in at least one of the following formats, .xml, .txt, .pcl, .afp, .pdf . The files will be sent to the Contractor's secure ftp site. Files received from the City are to be processed through a custom program to format into two print ready files; a statement file and a reminder/delinquent letter file. Statement files are also flagged for select inserts as required by the City. When files are processed they are encoded to use specific forms with multiple fonts, based on criteria in the data. Acceptable files should be flat files and pdf files for printing. Once files have been submitted by the City, the Contractor should have samples of bills for City to review and approve prior to printing.

4) Contractor must assure City of Santa Fe of confidentiality in the handling of customer information. Discarded billings must be shredded in a cross-cut or confetti manner and properly disposed of in a private dumpster or

refuse receptacle. Under no circumstances shall customer data be discarded in an un-shredded condition or discarded in a public dumpster or refuse receptacle. Contractor must be SSAE 16 certified.

5) The Contractor will provide a means for secure data transmission to and from City of Santa Fe and a method to confirm receipt of any or all data transmissions.

6) The Contractor will have the staffing and resources necessary to print, fold, insert, sort and mail the bills generated each day by the following business day.

7) The Contractor will employ electronic pre-sorting in order to attain postal discounts and provide for the mailing of City of Santa Fe utility bills, 15 day notices and special mailings (annual water report and inserts) at the lowest rates possible. Each statement is bar-coded prior to printing with each address CASS and PAVE certified to USPS requirements. Additionally, Delivery Point Validation (DPV) is incorporated into the process to validate that the provided address information is a physical address served by the Postal Service.

8) The Contractor will mail multiple bills with the same mailing address in one package, incorporating the IMB (Intelligent Mail Barcode) and Full Service Submission.

9) The Contractor will at all times, maintain an adequate workforce and an adequate supply of paper, forms, envelopes, etc. to enable the execution of the work on this contract without delay due to lack of manpower, supplies or materials. Inability to perform the services required due to a lack of manpower, supplies or materials may result in termination of the Contract.

10) The Contractor will be capable of printing full-color graphics and charts and variable usage graphs in order to make the City of Santa Fe statements eye-appealing, easy to understand, informative and fully functional. Statement redesign services should be offered as part of the onboarding efforts.

11) The Contractor will deliver statements via eMail for those consumers who have established on-line accounts with City of Santa Fe.

12) The Contractor will accommodate business rules for pulled statements and review and release processes prior to print and mail.

13) The Contractor will procure and warehouse any and all paper, forms, envelopes or other supplies and materials that shall be used in the execution of this contract. City of Santa Fe shall not be invoiced for nor

pay any reimbursement costs for paper, forms, envelopes or other supplies and materials used by the Selected Service Provider to provide the services required.

14) For mailing purposes, the Contractor will provide and make use of preprinted number ten (#10) window envelopes with interior tinting or printing for visual security. In addition, the Contractor shall enclose in each bill one (1) number nine (#9) envelope with interior security tinting or printing as a convenience to the residents and businesses for the return of payments and up to five inserts. Multiple page statements are collated then folded and machine inserted into the window envelope. Inserts are very often selectable. The City indicates which statements are to receive selected inserts.

15) The Contractor will exclude the return envelope in the mailings to customers who usually pay via bank draft, on line, or in person.

16) The Contractor will provide all prices in per-unit fees that shall be all-inclusive and cover the costs of any and all services rendered by the Contractor, with the exception of the cost of postage. The per-unit fee applicable to each bill or each insert printed must include the total cost associated with providing the service to City of Santa Fe. These costs shall include, but not be limited to, any and all costs associated with staffing, software, hardware, printing equipment, printing supplies, mailing materials, etc. necessary to perform the services stipulated. The per-unit price must be all-inclusive and there shall be no additional charges for jammed / wasted / obsolete materials or any other form of overhead associated with this Contract.

17) The Contractor will provide, at no additional cost pdf proofs of each document prior to the first mailing run and for the next two subsequent runs so City of Santa Fe may view and approve samples of the Contractor's proposed billings before the actual utility bills are printed and mailed to the residents and businesses. After 3 processing runs without issue, the Contractor will have a fully automated processing solution that does not require any interruption prior to mailing.

18) The Contractor will have a disaster recovery plan which includes backup power, offsite data centers, redundancy of equipment and a formal disaster recovery agreement or site.

19) The City of Santa Fe will be provided the ability to view the images online of exactly what has been mailed to each customer. This service should include the ability to download or reprint a statement. Images should be made available to City of Santa Fe for a minimum of one (1) year from the date the item was printed.

20) The Contractor will offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.

21) The Contractor will be able to print full color duplexed statements.

22) The Contractor will print inline advertisements or inserts to accompany statements when requested to do so at no additional cost to City of Santa Fe.

23) The Contractor will provide production and IMB mail tracking capability to City of Santa Fe. These services will be available through an online portal with twenty-four (24) hour and seven (7) day a week access.

24) The Contractor will have page level tracking in the production environment with a closed loop quality system. This system must identify suspect mail pieces and out sort any document that is not successfully scanned at insert. Any suspect documents should be automatically reprinted and require no human intervention. A mail run data file should be employed to provide the job instructions to production equipment.

25) Statement form is imaged as the variable information is laser printed on perforated paper with a preprinted back. Delinquent accounts are imprinted with "Past Due" and final and reminder notices are printed letter style on 60# white paper.

26) The Contractor will "Pull bills" as needed based upon criteria specified by City and special handling statements (select statements that are combined and hand collated) are processed and mailed as directed by the City.

27) Postage is billed after each cycle. The City of Santa Fe is not required to prepay postage.

28) Utility statements will be available electronically through a secure Web based portal, allowing City customer service access as well as optional electronic delivery of utility statements in lieu of a printed and mailed utility statement.

29) Statements may be viewed, downloaded, saved, e-mailed and/or printed. Automated e-mail notification of statement availability should be included as well as an 18 month online statement history.

30) Statement Archiving – On a billing cycle to cycle basis, the City's utility statements are archived to pdf for reference by the customer service department. Archiving includes: Statements are imaged "as printed and

mailed", including corrections to addresses due to postal optimization processing, in order to exactly represent statement received by the City's utility customers.

31) Search indexes include Name, Account Number, Service Number, Service Address and Billing Date. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds.

32) Customization and Programming as required.

33) Reformatting of data file to correspond to customized layout.

34) Logical processing on data as required by City.

35) Incorporating 15 day notices and annual water report into the statement runs.

36) Additional Services – Contractor provides print broker services to obtain best pricing for preprinted envelopes, billing forms and other printed material as requested.

37) Additionally, Contractor warehouses, provides inventory services and insures City's warehoused stock.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax, shall not exceed one million one hundred and eleven thousand and forty dollars ($1,111,040) plus nmgrt, for the term of this Agreement, as described in Exhibit "A", attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred seventy- seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount two hundred seventy-seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred

seventy- seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred fifty seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **6/30/25** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately

upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in

writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

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

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

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

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions,

proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Public Utilities Department
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Valli Information Systems Inc.
DBA Postal Pros Southwest
4100 Hawkins St. NE Ste. B
Albuquerque, NM 87109

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Jul 15, 2021

CONTRACTOR:
Valli Information Systems Inc.
DBA Postal Pros Southwest

NAME

COO
TITLE

DATE: 5/27/21
CRS# 02966947002
Registration # _____

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 16, 2021 10:27 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 6/30/21

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (May 26, 2021 15:42 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 15, 2021 17:27 MDT)

MARY MCCOY, FINANCE DIRECTOR

5110351.510310, 5110351.561000, 5050381.510310, 5050382.510310 AJH
Org. Name/Org#.

APPENDIX C

COST RESPONSE FORM

RFP# 21/32/P

Description	Type	Quantity	Cost per Item
Paper costs	Full Color, Duplex, 8.5 x 11	480,000	$0.07319
Envelope costs	#10 Outgoing & #9 Return	480,000	$0.03247
Postage costs	First-Class Presort	480,000	$0.398
Administrative costs	Inserting & Delivery to PO	480,000	$0.0333
Special Mailing and Inserts costs	Quoted Per Job/Per Specificatio		
Additional Services costs	eBills		$0.15

All amounts provided must include all labor, materials and profit to provide the services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (July 1, 2021-June 30, 2022) Price: $257,760

Option Year 2: (July 1, 2022-June 30, 2023) Price: $257,760

Option Year 3: (July 1, 2023-June 30, 2024) Price: $257,760

Option Year 4: (July 1, 2024-June 30, 2025) Price: $257,760

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202758

Contractor: Valli dba Postal P os Southwest

Description: RFP 21/32/P Printing and Mailing Service for Utility Bills and Public Utilities Dept

Contract ○ Agreement ◉ Lease / Rent ○ Amendment ○

Term Start Date: 7/1/21 Term End Date: 6/30/25

☐ Approved by Council Date: pending

Contract / Lease: Conctract $1,140,308 inclusive of grt

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:** RFP 21/32/P

Fran Dahaway (Jun 9, 2021 09:03 MDT) Jun 9, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Initial Award from RFP issued - Term of Contract begins July 1, 2021 FY 22

4. **Funding Source:** Water & UCS Enterprise Fund **Org / Object:** 5110351; 5050382; 5050

Andy Hopkins (Jun 7, 2021 09:54 MDT) Jun 7, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

VALLINF-01 BHEGGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

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
The Hartwell Corporation
PO Box 400
Caldwell, ID 83606

CONTACT NAME: Betsy Hegge
PHONE (A/C, No, Ext): (208) 459-1678 FAX (A/C, No):
E-MAIL ADDRESS: betsyh@thehartwellcorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Co, Limited	11000
INSURER B : Ohio Security Ins Co	24082
INSURER C : Ohio Casualty Ins Co	24074
INSURER D : Landmark American Insurance Co	33138
INSURER E :	
INSURER F :	

INSURED
Valli Information Systems Inc
DBA Postal Pros Southwest Inc
915 Main Street Suite 1000
Caldwell, ID 83605

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			34SBAPR2982	4/6/2021	4/6/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EPLI AGGREGATE	$ 10,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAS58431880	2/1/2021	2/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			34SBAPR2982	4/6/2021	4/6/2022	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		XWO56984655	10/1/2020	10/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liabili			LCY840778	8/29/2020	8/29/2021		

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

CERTIFICATE HOLDER

Santa Fe City Utility Billing
801 West San Mateo Road
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INSURING AGREEMENTS	LIMITS	DEDUCTIBLE	RETROACTIVE DATE
☒ Professional Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Technology Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Media Activities Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Network Security & Privacy Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Regulatory Matter	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Privacy Breach	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒ Data Assets Corruption	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒ Cyber Extortion Threat	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
ADDITIONAL COVERAGES	LIMITS	DEDUCTIBLE	WAITING PERIOD
☒ Electronic Business Interruption	$3,000,000 Each Claim $3,000,000 Aggregate	N/A	12 hours
☒ Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒ Service Provider Business Interruption	$1,000,000 Each Claim $1,000,000 Aggregate	N/A	12 hours
☒ Service Provider Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒ Payment Card Industry Fines, Penalties & Assessments	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒ Cyber Crime	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒ Reputational Harm	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒ Telecommunications Fraud	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒ Criminal Reward	$50,000 Each Claim $50,000 Aggregate	N/A	N/A

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

BUSINESS REGISTRATION

Business Name: POSTAL PROS SOUTHWEST
DBA: POSTAL PROS SOUTHWEST

Business Location: 4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

CRS Number: 03-342682-00-1

Owner: POSTAL SOUTHWEST

License Number: 226869

License Type: Business License - Renewable

Issued Date: March 16, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 16, 2022

Fees Paid: $10.00

POSTAL PROS SOUTHWEST
4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

City of Santa Fe, New Mexico

Memo

DATE: May 24, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

VIA: Shannon Jones, Public Utilities Director
Nancy Jimenez, Utility Billing Division Director

FROM: Halona Crowe, Procurement Manager
Public Utilities/Utility Billing Division

SUBJECT: Evaluation Committee Report, Printing and Mailing Service for Utility Bills
RFP #21/32/P

In accordance with the Request for Proposals for Printing and Mailing Service for Utility Bills issued April 1, 2021, six responses were submitted from the following Offerors: InfoSend, Sebis, OSG, The Master Touch, Valli Information Systems parent corporation to Postal Pros Southwest and Level One Tech, and were evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Nancy Jimenez, Utility Billing Division Director
Halona Crowe, Billing and Meter Reading Manager and Procurement Manager
Caryn Fiorina, Mountain River Consulting Inc.

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- May 5, 2021 - Received Proposal Submittals
- May 6, 2021 to May 10, 2021 – Committee members reviewed submittals individually
  - Scoring based on:
    - Organizational Experience – Up to 150 points
    - Organizational References – Up to 100 points
    - Mandatory Specifications – Up to 250 points
    - Desirable Specifications – Up to 225 points
- May 11, 2021 Evaluation Committee met to discuss individual score sheets and come to consensus
- May 12, 2021 Evaluation Committee finalized score sheets and selected the following offerors:
  - InfoSend
  - Level One
  - Valli Information Systems/Postal Pros Southwest (PPSW)

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (150 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	148	122	140

Organizational Experience

Specifications:

Offeror must:

- provide a detailed and brief description of relevant corporate experience with city and or state government, and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of bill print, mailing, emailing, and special mailing and printing. All bill print, mailing, emailing, and special mailing and printing provided to private sector will also be considered
- provide a detailed and brief resume or bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, relevant and applicable certifications and or licenses

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/ licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Postal Pros Southwest (PPSW)

The Evaluation Committee awarded PPSW 148 points based on the Offeror's response. PPSW has more than 40 years of experience working with utility agencies and was acquired by Valli Information Systems in 2015 which has more than 30 years of experience. PPSW has experience printing bills for other cities and is the current bill print vendor for the City of Santa Fe; therefore they have a unique understanding of city 'bill print file' and overall business processes. PPSW detailed all the services offered which includes real time tracking to address any unforeseen issues. All key employee biographies show they have been with company for more than five years.

Level One

The Evaluation Committee awarded Level One 122 points based on the Offeror's response. Level one has been in business since 2004 and has grown to a large nationwide company. Level One is experienced with the city's current billing system. They offer many services and highlighted some of their implementation services rather highlighting expertise focusing on bill print. All key personnel biographies show a minimum of two years to more than 10 years of experience with the company.

InfoSend

The Evaluation Committee awarded InfoSend 140 points based on the Offeror's response. InfoSend is a large company that has nationwide utility customers. They offer a Software as a service (SaaS) approach to document and data processing. They were the bill print vendor for the City of Santa Fe in the past. They are also business partners with Advanced. All key personnel biographies have been with the company for at least 10 years.

Section IV.B.2, Organizational References (100 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	100	78	100

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- Client name
- Project description
- Project dates (starting and ending)
- Technical environment (e.g., Software applications, Internet capabilities, Data communications, Network, Hardware)
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager name, telephone number, fax number and e-mail address.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 100 points based on the Offeror's response. The organizations references provides are all cities that use PPSW for statement printing and online payment services.

Level One

The Evaluation Committee awarded Level One 78 points based on the Offeror's response. The references include only one city.

InfoSend

The Evaluation Committee awarded InfoSend 100 points based on the Offeror's response. The organization reference included many city references. Rio Rancho NM being one of its local clients.

Section IV.B.3, MANDATORY SPECIFICATIONS (250 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	248	215	225

Mandatory Specifications

Specifications:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting data files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
- Once bills/mailings are approved, they must be mailed/emailed no later than the next business day.
- Must collaborate with Paymentus for processing of ebills, payments, inserts, etc.
- Must be capable of printing full color duplexed statements, graphics, QR codes, bar codes, colored fonts, etc. and have adequate an supply of paper, ink, envelopes, and equipment necessary to fold and insert bills into envelopes.
- All prices must be in a per-unit fee structure and cover all service costs. There should not be any additional charges for jammed, wasted, or obsolete materials.
- Bills with the same name and mailing address must be combined into one mailing envelope.
- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due,

Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.

- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

Evaluation Factors:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting date files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
- Once bills/mailings are approved, they must be mailed/emailed no later than the next business day.
- Must collaborate with Paymentus for processing of ebills, payments, inserts, etc.
- Must be capable of printing full color duplexed statements, graphics, QR codes, bar codes, colored fonts, etc. and have adequate an supply of paper, ink, envelopes, and equipment necessary to fold and insert bills into envelopes.
- All prices must be in a per-unit fee structure and cover all service costs. There should not be any additional charges for jammed, wasted, or obsolete materials.
- Bills with the same name and mailing address must be combined into one mailing envelope.
- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due, Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.
- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

PPSW

The Evaluation Committee awarded PPSW 248 points based on the Offeror's response. PPSW is able to meet all mandatory requirements. Since PPSW is located in Albuquerque NM the mailing time that customers will receive is 1-2 days. This vendor is responsive will all requests, currently works with the city's bill payment company, and requires no implementation time.

Level One

The Evaluation Committee awarded Level One 215 points based on the Offeror's response. Level One is able to meet majority of mandatory requirements with a few exceptions, has a very good user portal and currently works with the city's bill payment company. However, this vendor submitted their own Services Agreement that included conditions with which the city would unlikely agree. The printing of bills will be in Arizona so the delivery time from Arizona to Santa Fe could be 3-5 days before our customers receive their bills.

InfoSend

The Evaluation Committee awarded InfoSend 225 points based on the Offeror's response. InfoSend was able to meet a majority of mandatory requirements with a few exceptions. InfoSend suggested additions to the City of Santa Fe contract with which the city would unlikely agree. The bill print portal does not allow for individual bills to be pulled from the file for corrections or deletion. Their manual process would significantly impact the city's bill processing time. InfoSend is requesting a deposit from the City for postage. The printing of bills will be in Texas so the delivery time from Texas to Santa Fe could be 3-5 days before our customers receive their bills.

Section IV.B.4, Desirable Specifications (225 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	207	195	188

Specifications:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

Evaluation Factors:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 207 points based on the Offeror's response. PPSW meets all desirable specifications including services to assist with returned mail.

Level One

The Evaluation Committee awarded Level One 195 points based on the Offeror's response. Level One meets desirable specifications including IMB tracing.

InfoSend

The Evaluation Committee awarded InfoSend 188 points based on the Offeror's response. InfoSend meets desirable specifications including handling returned mail directly instead of the city, but with additional charges.

Section IV.C, Business Specifications

Section IV.C.1, Financial Stability (Pass/Fail)

	PPSW	Level One	InfoSend
Pass/Fail	Pass	Pass	Pass

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D & B report).

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Letter of Transmittal (Pass/Fail)

	PPSW	Level One	InfoSend
Pass/Fail	Pass	Pass	Pass

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure

to respond to ALL items, as indicated in Section II.C.30 and APPENDIX, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	PPSW	Level One	InfoSend
Offeror Points	**Pass**	**Pass**	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points assigned.

Section IV.C.4, Oral Presentation (125 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	**120**	**113**	**112**

Oral Presentation

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.

PPSW

The Evaluation Committee awarded PPSW 120 points based on the Offeror's response. This vendor requires no transition and set-up time thereby eliminating the risk of any billing delays, and they are partnered with Paymentus, reducing any time to establish the working relationship.

They have a successful history of bill delivery-time and the city will benefit from the bills being mailed from within the state. PPSW understands that communication is the most important aspect of helping a client when transitioning to a new billing system and noted that receiving data files and mapping as soon as possible was important to such transition. They can run concurrent files to compare and contrast so making any necessary changes could happen immediately.

When asked, this vendor stated exceptional experiences working with utility billing clients were those that included excellent communication, and conversely, the most frustrating being those with poor communication such as when the client does not take time to look at the document proof provided to them that results in the need to work all night to rectify a situation.

This vendor communicated that every member of their team receives emails and has a phone, enabling them to respond to after-hours communication from a client. They utilize a group email blast process to ensure every member is aware of a client's communication.

PPSW Postal Pros communicated that the city's successful migration to a new billing system will be a priority to them and will be available how ever needed to help with the process.

Level One

The Evaluation Committee awarded Level One 113 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 60 days and presented clear milestones to reach scope of work readiness. Level One is partnered with Paymentus, reducing any time to establish the working relationship.

They stated bills should be delivered within 2 to 3 business days (mailed on a Monday and received by customer before or on Thursday). Level One suggested we reach out to their clients in response to the request that they describe their customers' satisfaction with delivery times.

Level One communicated that when working with a client transitioning to a new billing system it was important that the client understand their data. They have "solution consultants" and experienced staff to help with that process. However, the city is confident that Advanced will be able to provide the data needed by the selected vendor.

When asked, this vendor stated exceptional experiences working with utility billing clients included a successful bill redesign and helping with client conversion to ebilling. A frustrating experience was a delay in going live due to exceptionally long time spent on a bill's redesign.

This vendor communicated after-hours communication was easy with their on-line customer support and identified the person that would be available 24/7.

Level One communicated that they are available in any way the city needs them to work with our integration team for Advanced, and already having a working relationship with Advanced is a benefit to the city.

InfoSend

The Evaluation Committee awarded InfoSend 112 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 90 days. A duration longer than 45 to 60 days is not acceptable to the evaluation committee.

InfoSend stated bills should be received by customers within 2 to 3 business days of mailing and provided an explanation of how they utilize their different business locations to maximized delivery times.

This vendor states they have successfully worked with multiple clients going through billing system conversions and emphasized that the information received from Advanced is key to the city's successful billing and mailing services.

When asked to provide an exceptional experience working with a utility billing entity they responded that a client told them they loved them; providing no relevant response. The vendor responded that frustrating experiences working with utility billing clients have been actually related to working with the USPS.

InfoSend communicated an encompassing process to help ensure after-hours communication availability that will include a dedicated account manager.

This vendor communicated that will make resources available to work with Advanced and the city's migration to the new billing system. Their relationship with Advanced.

Section IV.C.5, Cost (100 Total Points)

	PPSW	Level One	InfoSend
Cost	97	77	75

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by unit.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

The cost score will be calculated by adding the budget totals of all eight years.

Cost Items

1. Paper costs
2. Envelope costs
3. Postage costs
4. Administrative costs
5. Special Mailing and Inserts costs
6. Additional Service costs

PPSW

The Evaluation Committee awarded PPSW a 97 based on the Offeror's response. PPSW cost proposal is the same as the cost for current services – they did not increase prices on this new contract and did not propose any increase over the course of the four-year contract.

Level One

The Evaluation Committee awarded Level One 77 points based on the Offeror's response. Level One provided insufficient cost information for thorough vendor costs comparison and they presented a contract cost increase for year four. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

InfoSend

The Evaluation Committee awarded InfoSend 75 points based on the Offeror's response. InfoSend did not follow Cost Response Form format and it was very hard to identify final cost. Neither did they respond to potential annual contract cost increase. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

Section IV.C.6, NM Preferences

	PPSW	Level One	InfoSend
NM Business Preference	50	0	0
NM Veterans Preference	0	0	0

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

- The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

PPSW

Offeror submitted NM Preference Certificate. Offeror awarded fifty (50) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

Level One

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

InfoSend

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

Evaluation Summary

	PPSW	Level One	InfoSend
Section IV.B.1. Technical Specifications Organizational Experience (150 Points)	148	122	140
Section IV.B.2. Technical Specifications Organizational References (100 Points)	100	78	100
Section IV.B.3. Technical Specifications Mandatory Specification (250 Points)	248	215	225
Section IV.B.4. Technical Specifications Desirable Specification (225 Points)	207	195	188
Section IV.C.1. Business Specifications Financial Stability (Pass/Fail)	P	P	P
Section IV.C.2. Business Specifications Letter of Transmittal (Pass/Fail)	P	P	P
Section IV.C.3. Business Specifications Signed Campaign Disclosure Form	P	P	P
Section IV.C.5. Business Specifications Oral Presentation (125 Points)	120	113	112
Section IV.C.5. Business Specifications Cost 100 Points)	97	77	75
Section IV.C.6. Business Specifications New Mexico Resident Business Preference 5%	50	0	0
Section IV.C.6. Business Specifications New Mexico Resident Veteran Preference 10%	0	0	0
TOTAL POINTS AWARDED	**970**	**800**	**840**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding the contract to perform the scope of work as outlined in the Printing and Mailing Service for Utility Bills RFP # 21/32/P to the one (1) proposal receiving the highest scores along the natural point-break, PPSW, subject to agreement between the Public Utilities Department, Utility Billing Division and the selected Offeror. Awarding the contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe, Public Utility Department and Utility Billing Division.

Committee Signature Approval

Nancy L. Jimenez
Evaluation Committee Member

5/24/21
Date

Halona Crowe
Evaluation Committee Member /
Procurement Manager

5/24/21
Date

Caryn Fiorina
Caryn Fiorina (May 24, 2021 21:31 MDT)

Caryn Fiorina
Evaluation Committee Member

05/24/2021
Date

Chief Procurement Officer Signature Approval

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

5/25/2021
Date

Signature: Nancy L Jimenez
Nancy L Jimenez (May 25, 2021 07:55 MDT)

Email: nljimenez@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Valli dba Postal Pros Southwest

Procurement Title: RFP 21/32/P Printing and Mailing Service for Utility Bills

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 Department / UCS Staff Name Nancy Jimenez

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: _____

Nancy L. Jimenez
Nancy L. Jimenez (May 28, 2021 15:26 MDT)

Nancy Jimenez, UCS Division Director — 5/10/21
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway
Fran Dunaway (Jun 9, 2021 09:03 MDT)

Chief Procurement Officer — Jun 9, 2021
Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

*

Signature: Shannon Jones

Email: swjones@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/10/2022

ISSUE NO. 7h

Request for Approval of Amendment #1 to Valli Information System Inc. for the Monthly Electronic Bill Pay Services to increase the amount by an additional $84,000 for FY21/22. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

1. Request for approval of a BAR (Budget Amendment Resolution) in the amount of $84,000 from Cash Balances.

Committee Review:
Public Works and Utilities Committee: 01/10/2022
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/18/2022 Finance Committee

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		

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for approval of Wastewater Digester Project Engineering contract with HDR pursuant to NMSA 1978-13-1-150B.6(a)(b). for amendment #6 with an extension of time and funding in the amount of $125,000 plus NMGRT to revise and complete the Digester Project co-generation grid connection design. (Michael Dozier, WWM Division Director, mldozier@santafenm.gov)

1. Request for approval of a BAR (Budget Adjustment Resolution) in the amount of $135,547 from the WWMD Cash Balance.

Committee Review:
Public Works and Utilities Committee: 01/10/2022
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

Item Type - contract amendment

Item Owner - Mike Dozier

Item Sponsor -

Item Tracking Number - 22-13213

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

VOTE SUMMARY

City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: December 20, 2021

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

VIA: Jarel LaPan-Hill, City Manager
Mary McCoy, Finance Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Department Director SJ

FROM: Michael Dozier, Wastewater Management Division Director MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Digester Project engineering contract with HDR pursuant to NMSA 1978 13-1-150B. 6 (a) (b). for Amendment #6, with an extension of time and funding in the amount of $125,000 plus nmgrt, to revise and complete the Digester Project co-generation grid connection design; Request approval of a BAR Budget Increase in the amount $135,547 from the WWMD Cash Balance. Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

The digester project has been on hold for completion. The City, contractors, and design engineers have been waiting for approval from Public Services of New Mexico (PNM) to connect the co-generation units to the electrical grid. During 2021 only minimal project work could be performed by HDR as the PNM review stopped project work. The connection plan is now approved by PNM. The final design and connection can now be completed by HDR so the contractors on the project can complete the task. Approval to HDR contract pursuant to NMSA 1978 13-1-150B. 6 (a) (b) to issue an Amendment #6 for an additional time period and increased compensation to complete the CIP project design. This contract will no longer be amended to increase compensation or extend the term after 12/31/22. The request for addition of one year to the contract is for design and follow through representing the city to completion of the install. Upon completion and testing HDR will also provide as-built drawings for records of design.

PROCUREMENT METHOD:
The procurement method is RFB 16/01/P 9/7/15

CONTRACT NUMBER:
The FY20 Munis contract number is 3200883.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Waste Water Management Division/500
Munis Org Name/Number: CIP/ 5000375
Munis Object Name/Number: WIP Design/572960
Project Ledger Number: WWM195000A

ACTION REQUESTED:
Wastewater Management Division, Engineering Section respectfully requests your review and approval for the HDR contract amendment #6 and the BAR in the amount of $135,547.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	12/21/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WWMD Treatement Plant CIP	5000375	572960	WWM195000A	135,547	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 135,547	$ -

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

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract amendment

6 HDR

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(135,547)
TOTAL:	**(135,547)**

Maya Martinez 12/21/2021
Prepared By *{print name}* Date

Michael Dozier (Dec 21, 2021 08:59 MST)
Division Director Signature *{optional}* Date

Shannon Jones (Dec 21, 2021 09:01 MST) 12/21/2021
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0528, #17-0056, #18-0611,#19-0551; #21-0178

AMENDMENT No.6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated 1/15/16 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, the Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; and

C. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended so that Exhibit “J”, attached hereto, is incorporated in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of one hundred twenty five thousand dollars ($125,000) plus applicable gross receipts tax as described in Exhibit "J" attached hereto, so that Article 3, paragraph A reads in its entirety as follows: ,

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million three hundred seventy seven thousand nine hundred sixty two dollars and sixty four cents ($1,377,962.64), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to December 31, 2022, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2022 unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Senior Vice President
NAME & TITLE

DATE: Dec 23, 2021

CRS# 02-154898-00-6
City of Santa Fe Business Registration
227005

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Andrea Salazar for MDM
Andrea Salazar for MDM (Dec 22, 2021 09:41 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5000375.572960 AH
Business Unit/Line AH

December 21, 2021

Mr. Mike Dozier
Division Director
Wastewater Management Division
City of Santa Fe, New Mexico
73 Paseo Real
Santa Fe, NM 87507

RE: Paseo Real Wastewater Treatment Plant Cogeneration Interconnection Design Modification

Dear Mr. Dozier,

HDR Engineering, Inc. (HDR) appreciates the opportunity to submit this professional engineering services proposal for the Paseo Real Wastewater Treatment Plant Anaerobic Digester (digester) Cogeneration System design modification. The proposal is based on recent discussions with City staff to modify the original Cogeneration electrical interconnection design based on City coordination with the Public Service Company of New Mexico (PNM).

Background

As you are aware, the digester and cogeneration project designed by HDR and constructed by Bradbury Stamm Construction (BSC) did not complete the final interconnection to the City's power system due to the timing with the City's ongoing coordination efforts with the electric utility, PNM.

The anaerobic digester cogeneration engines electrical design included in the digester improvements bid documents requires a design modification based on final coordination between the City and PNM. The original electrical design was based on interconnecting power from the cogeneration engines to the plant/low-voltage side of the power supply. The new design, as approved by PNM, requires interconnection to the PNM power supply or medium-voltage side of the incoming power supply.

The City contracted with Mechanical & Electrical Engineering, Inc. to facilitate coordination with PNM and develop an interconnection concept recommended by PNM. PNM recently approved the concept drawings, and the City has requested HDR complete the detailed design and have BSC complete the construction of the interconnection as a change order to the existing digester improvements contract.

As requested by the City, HDR will provide professional services to complete the required cogeneration electrical design modifications including project coordination, management, and engineering services during construction. A summary of the proposed scope of services is provided below.

Scope of Services

HDR will provide detailed design development of the cogeneration interconnection and extended engineering services during construction. The design will be completed as part of the existing digester project and will include coordination and review with BSC since they are already under contract. BSC will advise the City and design team regarding availability, delivery times and pricing for the proposed equipment and materials.

Project Management and Coordination

HDR will perform project coordination and management throughout the project which will include the following:

- Project administration
- Coordination with HDR team members, the City, and Contractor
- Change request, change order, and pay application review
- Design review meetings
- Monthly invoices

Design Development

The detailed design development will be based on the electrical interconnection schematic drawings prepared by Mechanical & Electrical Engineering, Inc. and will include the following activities:

- Conduct site visit with HDR's electrical engineer to make observations of the existing electrical systems to be modified and to meet with staff to determine project parameters. We request that staff be available at the time of our site visit to open gear, boxes and manholes so that we can take photographs and make observations.
- Design modifications to the existing electrical systems to connect the cogeneration engines, Paralleling Gear and 15kV Class Switches
- Provide electrical construction documents (drawings and supplemental specifications.)
- Provide modified electrical one-line diagram.
- Verify Generator Sizing and Load Analysis Calculations.
- Perform Limited Power Study to determine the new Short Circuit Ratings and Arc Flash at the modified electrical gear.
- Provide supplemental Division 26 specifications, as needed.
- HDR will prepare preliminary selective coordination and arc-flash studies and will specify that the contractor hire a 3rd party to complete final studies after construction using the actual as-built conditions. HDR will also specify that the contractor produce and apply the arc-flash labeling.

- Provide Preliminary design (60% progress) and Pre-Final (90% progress) design submittals by email in electronic PDF format. Review comments provided by the City and BSC will be reviewed and incorporated after each review submittal. Final design will incorporate applicable 90% City and BSC review comments.

Engineering Services During Construction

Following the completion of the design, HDR will assist the City during the construction of the proposed improvements which is estimated to be completed by the end of 2022. HDR will provide the following engineering services during construction:

- Review Contractor change order requests for the proposed electrical improvements and prepare one final change order.
- Attend up to 12 monthly virtual construction coordination meetings.
- Review up to 10 shop drawing submittals including up to one re-submittal.
- Review up to 2 RFIs.
- Attend 2 site visits during construction.
    - Intermediate site visit to make observations and generate intermediate punch list.
    - Final site visit to observe finished construction, commissioning results, as-left conditions and generate final punch list.
- Prepare Record drawings based on redlines and markups provided by the Contractor. The Contractor shall be required to provide "As-Built" drawing markups after construction has been completed. HDR will prepare a set of Record Drawings based on the "As-Built" markups received from the Contractor. HDR will provide a final set of Record Drawings to the City in electronic format (PDF).

Assumptions, Clarifications and Exclusions:

- The design modification will be completed as a field change to the existing digester and cogeneration contract plans and specifications. The existing project details and specifications for the anaerobic digester and cogeneration project will be used. HDR will only provide supplemental specifications for equipment and materials not already specified.
- Coordination and construction is anticipated to require the full calendar year of 2022 based on anticipated long lead times for materials and equipment based on on-going supply chain challenges.
- Electrical design will be based on the conceptual one-line diagram drawings by Mechanical & Electrical Engineering, Inc. Scope of services does not include development of multiple design solutions for value engineering or cost comparisons between alternates.

- It is assumed that the existing electrical distribution system has enough capacity to power loads of this project.
- Full-time construction observation is not included in the scope of services. Periodic site visits will be provided as described in the scope of services to confirm general conformance with the design.
- The Contractor will be responsible for procurement of all required materials and equipment required to complete the cogeneration interconnection, start-up and commissioning. Contracting and procurement are not included in the scope of services.
- The Contractor will participate in design development reviews. Multiple design solutions for value engineering or cost comparisons between alternates is not included in the scope of services.
- Final Electrical Coordination Study and Arc Flash Analysis will be the responsibility of the Contractor and electrical subcontractor.
- Scope of services does not include any upgrades, analysis, or modifications to existing offsite utilities.
- Scope of services does not include any cost estimating. The Construction contractor will provide pricing for the proposed improvements to the City.
- HDR's scope of services does not include applying for or obtaining any required construction permits. All required permitting shall be the responsibility of the Construction Contractor.
- Scope of services does not include lightning protection system.
- Operations support during system-start up, commissioning and demonstration periods is not included in the scope of services. System-start up and demonstration period testing will be performed by the Construction Contractor, equipment manufacturer/vendors, and City operations.
- Document control during construction is not included in the scope of services and shall be performed by the Construction Contractor.
- HDR will not control or have charge of, and will not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work which will be the responsibility of the Construction Contractor shall be responsible.
- The proposed design services and extended construction support does not include any warranty reviews, warranty claims, or warranty resolution.
- The proposed services and extended construction support does not include construction claims or associated dispute resolution

Estimated Fee

HDR proposes to complete the proposed scope of services for an additional lump sum allowance of $125,000 to our remaining contract fee for extended cogeneration construction, excluding New Mexico Gross Receipts Tax (NMGRT). Invoicing for the lump sum allowance will be completed monthly as a progress percentage based on actual costs.

Based on our discussions with the City and BSC, we would also request that our existing contract be extended through the end of the 2022 calendar year to complete the cogeneration interconnection.

Please do not hesitate to contact us at (505) 830-5400 if you have any questions or want to discuss further. We look forward to continuing our positive working relationship with the City.

Sincerely,
HDR Engineering, Inc.

Chris Rodriguez, PE
Managing Principal/Associate Vice President

Aaron Meilleur, PE
Senior Vice President / Area Manager

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200883

Contractor: **HDR Engineering Inc.**

Description: **Engineering Design and consulting Digester project**

PL# WWM195000A

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **1/13/16** Term End Date: **6/30/20**

☑ Approved by Council Date: **1/13/16**

Contract / Lease:

Amendment # **6** to the Original Contract / Lease # **16-0026**

Increase/(Decrease) Amount $ $125,000 plus nmgrt

Extend Termination Date to: **12/31/22**

☑ Approved by Council Date: **Pending**

Amendment is for: additional scope to complete project and term extension.

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate

$722,528.14 Contract# 16-0026 Termination Date: 12/31/2017 Reason: Original Contract
$0.00 Amendment # 1 #16-0528 Termination Date:NA Reason: Correct Address and Contractor
$131,300.00 Amendment #2 #17-0056 Termination Date: 6/30/2018 Reason:Increase scope,comp, and term
$0.00 Amendment #3 #18-0611 Termination Date:6/30/2019 Reason:increase term
$223,385.00 Amendment #4 #19-0551 Termination Date: 6/30/2020 Reason:Increase scope, com
$175749.50 Amendment #5 #21-0178 term date 12/31/21

3. Procurement History: **RFP 16/01/P 9/7/15**

Fran Duraway (Jan 3, 2022 13:38 MST)

Purchasing Officer Review: Jan 3, 2022 Date:

Comment & Exceptions: Amend #6 to increase and complete ongoing project 13-1-150 B. (6) b. approval of Finance Admin. CFO

4. Funding Source: **N/A** Org / Object: **5000375.572960**

Andy Hopkins (Jan 3, 2022 09:43 MST)

Budget Officer Approval: Jan 3, 2022 Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HDR ENGINEERING INC
DBA: HDR ENGINEERING INC

Business Location: 1917 S 67TH STREET
OMAHA, NE 68106

CRS Number: 02154898006

Owner: JOSEPH COX

License Number: 227005

License Type: Business License - Renewable

Issued Date: January 26, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: January 26, 2022

Fees Paid: $10.00

HDR ENGINEERING INC
1917 S 67TH STREET
OMAHA, NE 68106

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) 5/10/2021

6/1/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company — 19437 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES * **CERTIFICATE NUMBER:** 14728156 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2021	6/1/2022	PER CLAIM: $1,000,000 AGGREGATE: $1,000,000	

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

ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

CERTIFICATE HOLDER

14728156
CITY OF SANTA FE, NEW MEXICO
ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR
2651 SIRINGO ROAD, BUILDING H
SANTA FE NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HDR Engineering Inc.

Procurement Title: Consultant Serylces for Paseo Real Wastewater Treatment Plan Anaerobic Digester Project
Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Public Utilities Dept WWMD Staff Name Mike Dozier

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)
☐	X	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
	X	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: _____

Mike Dozier	Michael Dozier (Dec 21, 2021 08:59 MST)	Wastewater Management Division Director	12-21/21
Department Rep Printed Name (attesting that all information included)		Title	Date
Fran Dunaway (Jan 3, 2022 13:38 MST)		Chief Procurement Officer	Jan 3, 2022
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
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0528, #17-0056, #18-0611,#19-0551

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, the Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; and

C. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended so that Exhibit "I", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of one hundred seventy five thousand seven hundred forty nine dollars and fifty cents ($175,749.50) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million two hundred fifty two thousand nine hundred sixty two dollars and sixty four cents ($1,252,962.64), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 to December 31, 2021, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2021 unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2021

CONTRACTOR:
HDR ENGINEERING, INC.

Aaron Meilleur

NAME & TITLE Vice President

DATE: Apr 1, 2021

CRS# 02-154898-00-6
City of Santa Fe Business Registration
15-00003460

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

XIV

GB MTG 04/28/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 30, 2021 14:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero Assistant Finance Director
Alexis Lotero Assistant Finance Director (May 14, 2021 10:35 MDT)

MARY MCCOY, FINANCE DIRECTOR

5000375.572960 AL
Business Unit/Line AL

HDR #5

Exhibit I

Scope of Services

The scope of services included in this request consists of the additional effort for digester start-up and operations support, extended construction duration resulting from the COVID-19 pandemic, cogeneration electrical system design revisions, site civil design modifications and the completion of the construction phase.

The extended construction duration to date includes the following activities

- Additional construction coordination meetings
- Extended project management
- Additional review of change requests and pay applications
- Coordination for City requested system modifications

Other activities not anticipated in the original scope of services includes the following:

- Digester start-up plan development and operations support including field support from HDR certified operators, review of data, and coordination meetings, and design modifications for digester gas has supports
- Site civil design revisions and coordination
- Cogeneration power electrical revisions including review of PNM related design concepts and alternate power sources for cogeneration electrical panels
- Cogeneration gas supply coordination and design modifications

A summary of the requested fee associated with these additional activities is provided below. The 2021 extended construction support scope of services includes the following activities:

- Project administration
- Coordination with HDR team members, the City, and Contractor
- Weekly construction coordination meetings through end of April 2021
- Change request, change order, and pay application review
- Cogeneration regulator coordination and field modification

- Electrical coordination and assistance, as needed, regarding cogeneration start-up and testing

Assumptions, Clarifications and Exclusions:

- The proposed additional services and extended construction support does not include any warranty reviews, warranty claims, or warranty resolution.
- The proposed additional services and extended construction support does not include construction claims or associated dispute resolution

Fee Summary

The following table provides a summary of additional costs incurred to date, remaining fee due for the belt filter press 3 project to be transferred and paid as part of the digester project, and a lump sum fee allowance for extended construction support to complete the cogeneration project and remaining punch list items. The costs summarized below exclude New Mexico Gross Receipts Tax (NMGRT)

Description	Fee (excluding NMGRT)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Total Lump Sum Due	**104,846**
Additional extended construction support 2021 (Lump Sum Allowance)	70,904

ITEM # 16-0026

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Engineering design and consulting services, project management and construction oversight as specified in Exhibit "A" for CIP Project Number 950, PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred twenty two thousand five hundred twenty eight dollars and fourteen cents ($722,528.14), plus applicable gross receipts taxes.

Payment shall be made for services actually rendered in accordance with Exhibit "C" Fee Schedule.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 31, 2017, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of

all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and

costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age,

religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE, Suite 9500
Santa Fe, NM 87110

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work
Exhibit B – Project Schedule
Exhibit C – Fee Schedule
Exhibit D – Insurance Certificate

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 11/5/16

CONTRACTOR:
HDR ENGINEERING, INC.

NAME AND TITLE DAVID SKINNER AREA OPERATIONS MANAGER/ VICE PRESIDENT

DATE: 2/16/16

CRS# 02-154898-00-6
City of Santa Fe Business
Registration # 15-00003460

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/13/16

APPROVED AS TO FORM:

11/16/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

1-20-2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

Part A - Further Description of Basic Services

The basic scope of services described in this exhibit will be provided for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of 2 new anaerobic digesters and associated equipment building to provide sludge treatment that will meet the City's (Owner) NPDES permit Class B sludge requirements. HDR Engineering, Inc.(Engineer) will provide all necessary disciplines to meet all local, federal, state Codes. The intent is to provide a sludge facility that will consist of the following main elements:

- Two concrete tanks capable of treating 65,000 gallons of thickened waste activated sludge per day
- Floating covers
- Equipment building for associated sludge treatment equipment that will blend with existing architectural style at the treatment plant
- The main anaerobic digester equipment will consist of the following:
    - Sludge transfer pumps
    - Recirculating sludge pumps and grinders
    - Hot water boiler and associated equipment with capability to use digester methane gas
    - Sludge mixing equipment
    - Heat exchanger
    - Hot water pumps
    - Digester flare
- Telemetry and Supervisory Control and Data Acquisition (SCADA) capability

The required sludge facility elements, types, and sizes will be determined as part of design related activities including active dialogue and collaboration with Wastewater Management Division Staff. Appropriate system redundancy will also be incorporated in design efforts to allow units to be taken out of service and maintain operation of the digester facility.

The following is a summary of the project tasks that will be completed as part of the scope of services:

1. Project Management Work Plan, Meetings, Coordination, and Project Management
2. Pre-Design
3. Conceptual Design (30%)
4. Preliminary Design (60%)
5. Pre-Final Design
6. Final Design
7. Bidding
8. Construction Management

A more detailed description of the activities associated with these tasks is included below.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

1. Project Management Work Plan, Meetings, Coordination, and Project Management

This task consists of the overall management of the project and will include: development and implementation of a project management plan; management of the project goals and objectives; monitoring and control of the project scope of work, budget, and schedule; management and coordination of HDR resources including staff scheduling; implementation of HDR's QA/QC program consisting of quality control reviews of all technical deliverables by senior technical staff; and preparation of monthly invoices and associated monthly progress reports.

The Project Management Plan will be developed in collaboration with the project stakeholders by preparing a DRAFT Work Plan for review and comment and a Final Work Plan that incorporates applicable review comments. The Project Management Plan will include the following:

1. Project description, summary of work and deliverables, project schedule
2. Project team, organization, and responsibilities
3. Communication protocols, documentation, meetings and workshops
4. Summary of approach to complete project
5. Summary of Quality control plan
6. Summary of project accounting and administration

Coordination efforts will also consist of verbal and written correspondence with the City of Santa Fe throughout the project including monthly coordination meetings by conference call or meetings in person throughout the duration of the project. A monthly summary of activities will be included with monthly invoicing.

2. Pre-Design Phase - Basis of Design:

The initial phase of the project design will consist of establishing the basis of design in collaboration with City staff. This task will also consist of completing a geotechnical analysis and survey that will be required to complete subsequent design tasks. The geotechnical investigation and survey will be completed during this phase of the project based on the digester site location identified by the City. The following is a summary of the activities for this task:

1. Prepare Basis of Design Technical Memorandum
2. Conduct Geotechnical Investigation
3. Conduct Design Survey

2.1. Geotechnical Investigation

HDR's geotechnical subconsultant will conduct a geotechnical investigation for the new digester facility to determine subsurface conditions required for structural design and construction recommendations. The geotechnical investigation will involve a review of all available geotechnical investigations from previous projects at the treatment plant and completion of an on-site investigation. The geotechnical services include:

a. Drilling exploratory borings at the proposed digester facility location identified by the City. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 5 borings will be installed at a depth from 40 to 70 feet and the actual depths may vary depending on field conditions and final depth of planned infrastructure.
b. Findings will be summarized in a geotechnical report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction.

2.2. Design Survey

HDR's survey subconsultant will complete a survey that will include topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

2.3. Basis of Design Technical Memorandum (TM)

This task will consist of establishing design criteria for the new digester facility through active dialogue and collaboration with City staff. This task will consist of the following activities:

a. Review and evaluation of historical operations data including thickened sludge flows and performance characteristics of the existing digesters including volatile suspended solids destruction and detention time
b. Process analysis using historical operations data to determine recommended digester sizing including estimated gas generation rates
c. Evaluation of operational procedures for solids handling
d. Evaluation of proposed site location and other location alternatives. This will include design considerations such as the demolition of the existing abandoned clarifier structure, location of existing yard piping, and potential corridors for new process and utility piping. Conceptual architectural elevations of the new facility will also be evaluated to match existing architecture.
e. Complete site civil and storm drainage evaluation and recommendations
f. Perform hydraulic calculations required to determine design considerations for the location and depths of the proposed digesters and equipment building with consideration of maximizing gravity flow if possible.
g. Identify and evaluate digester mixing alternatives
h. The City has identified floating covers as a requirement but HDR will also complete an evaluation of fixed and floating covers to document the proposed cover configuration. Evaluate equipment alternatives and select preferred alternative. Obtain manufacturer's information and data sheets for major equipment items. Establish design and performance criteria and select equipment. Review options and select materials of construction.
i. Perform preliminary mechanical, electrical, and structural calculations required for the design of the facility.
j. Develop preliminary opinion of probable construction cost and probable annual operations and maintenance costs.
k. Evaluation of alternatives for the use of digester methane gas including a fuel source for the boiler and the possibility of power generation
l. Evaluation of options to mitigate a corrosive environment for equipment. In areas where a harsh corrosive environment cannot be mitigated then the appropriate selection of material and equipment to function and withstand the environment will be specified
m. Evaluate equipment monitoring and process control options to determine required instrumentation and control (I&C) and SCADA capability.

The activities above will be summarized in a technical memorandum (TM). The TM will include the following sections:

1. Design Objectives and Criteria
2. Applicable Codes and Regulation
3. Hydraulic Analysis
4. Digester Covers

5. Digester Mixing
6. Digester Heating Boiler System
7. Architectural/Structural Approach
8. Electrical
9. I&C
10. Summary Cost Estimate
11. Appendices: Equipment Data Sheets and Applicable Design Calculations

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

Deliverables: DRAFT and Final TM

3. 30% Conceptual Design

This task will consist of developing the design based on design criteria established in the Pre-Design phase. This will include the following tasks:

a. Preparation of conceptual drawings that will incorporate survey mapping and include:
b. Preliminary Site Plan
   1) Preliminary Yard Piping Plan
   2) Preliminary Primary Clarifier Demolition Plan
   3) Preliminary Digester and Building Layouts
   4) Preliminary Process and Instrumentation Diagrams (P&ID)
c. Geotechnical investigation report
d. Outline of anticipated Technical Specifications
e. Budget-level opinions of probable construction cost
f. City review and approval

4. 60% Preliminary Design

Upon approval and direction from City Staff, HDR will prepare a 60% submittal that incorporates the 30% review comments and will include the following:

a. Preliminary Construction Plans that will include the following:
   1) Site Civil and Utility Plans
   2) Process Plans
   3) Structural Plans
   4) Architectural Plans
   5) Mechanical Plans
   6) Electrical Plans
   7) Instrumentation and Control Plans
b. Preliminary Technical Specifications that correspond to CSI Division 16 format and relevant City specifications including preliminary construction sequence and proposed coordination with plant operations.
c. Opinion of probable construction cost
d. City review and approval

5. Pre-Final Design

Upon approval and direction from City Staff, HDR will prepare a 90% submittal that incorporates the 60% review comments and will include the following:

a. Detailed Construction Plans that will include the following:
   1) Site Civil (Grading and Drainage) and Utility Plans and Details
   2) Detailed Piping plans and profiles
   3) Process Plans and Details
   4) Structural Plans and Sections

5) Architectural Plans, Sections, Elevations, Schedules, and Details
6) Mechanical Plans, Schedules, Sections, and Details
7) Electrical Plans, One-line diagrams, schedules, and details
8) Instrumentation and Control Plans

b. Detailed Specifications consisting of Technical specifications and relevant City specifications to be included in Construction Contract Documents
c. City review of Construction Contract Documents
d. Refine Opinion of Probable Construction Cost
e. City review and approval

6. Final Design Phase (Plans, Specifications and Estimate Phase)

Upon approval and direction from City Staff, HDR will prepare a Final submittal that incorporates the review comments and will include the following:

a. Final Plans and Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

7. Bid Phase

This task phase will consist of assisting the City with bidding and will include the following activities:

a. Assist City with preparation of bid advertisement
b. Prepare pre-bid meeting agenda and attend pre-bid meeting
c. Prepare pre-bid meeting minutes
d. Answer questions from potential bidders regarding bidding documents
e. Prepare addenda
f. Attend bid opening
g. Tabulate bid results and prepare recommendation

Bid advertisement will occur electronically using the City's website with technical bidding documents (plans and specifications) being provided by HDR in electronic (PDF) file format. 10 hard copies of the bidding documents will also be provided.

8. Construction Management

This task will consist of assisting the City with construction administration services during construction activities and will include the following activities:

a. Engineer will conduct and lead the pre-construction conference
b. Engineer and resident project representative (RPR) will attend weekly construction meetings for a 9 month construction duration
c. Engineer will conduct weekly site visits for a 9 month construction duration on the same day as weekly construction meetings to perform general field oversight of Construction Contractor's (Contractor(s)) work while it is in progress.

1) Such visits by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general oversight of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and oversight, Engineer will determine in general if the Work is proceeding in accordance with the

Contract Documents, and Engineer shall keep Owner informed of the progress of the Work

2) The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such general oversight of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. The Engineer shall not responsible for Contractor's failure to furnish or perform the Work, or any portion of the work, in accordance with the Construction Contract Documents.
3) Engineer or RPR will reject Work if, on the basis of Engineer or RPR's oversight, Engineer or RPR believes that such Work (a) is defective under the standards set forth in the Construction Contract Documents, (b) will not produce a completed Project that conforms to the Construction Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. However, neither Engineer's or RPR's authority to reject Work nor Engineer's or RPR's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer or RPR to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

d. Provide the services of a full-time RPR for a 9 month construction duration.

1) The RPR will oversight the progress and quality of the work being completed by the construction contractor to determine if the Work is proceeding in accordance with the Construction Contract Documents and provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer or RPR shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall the RPR or Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of any Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) shall not be responsible for Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents,

e. Engineer will provide any necessary written clarification and interpretation relevant to questions or requests for information (RFIs) regarding the design and specifications during construction.

f. Engineer will prepare field orders, if required, authorizing design adjustments for minor variations of Construction Contract Document requirements.

1) Review all change order requests. Individually price all requests and compare contractor request. Facilitate successful negotiation of change orders; prepare change order documents.
2) Engineer will analyze and facilitate correction of design changes resulting from unforeseen or undisclosed field conditions, as well as revisions requested by Wastewater Management Division or Designer before they become critical to schedule.
3) RPR and Engineer will compile and update a report to Wastewater Management Division documenting all contract changes and costs to so that Wastewater Management Division has current information of total construction costs and budget allocation.

g. The Engineer will review and approve material and shop drawing submittals provided by the Contractor as required by the Construction Contract Documents to complete Contractor's work. Reviews will be completed for conformance with information given in the Construction Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto and will not relieve the Contractor from completing an independent review to make sure the installed system conforms to the Construction Contract Documents.

1) RPR will use Schedule of Shop Drawings and Submittals required to be submitted by Construction Contractor to develop and manage a tracking system.
2) RPR will collect all material and equipment shop drawings and submittals in electronic file PDF format and maintain a log of all material and equipment shop drawings and submittals including all relevant comments and dates to document Contractor submittal date, engineer review and comment date. One hard copy of the shop drawings and submittals will be provided by the Contractor as part of Construction Contract Documents.

h. The Engineer will review all change orders or change directives as required and make recommendations for approval or rejection.

i. The Engineer will assist with claims review resulting from disagreements between the Owner and Engineer with the Contractor and make formal written decisions denying or approving claims relating to acceptability of Contractor's work or interpretations of the requirements of the Construction Contract Documents pertaining to the execution, performance, or progress of Contractor's work. Claims assistance will not include any activities associated with any legal action that may result between the Owner and the Contractor resulting from a claim. Activities associated with legal action between the Owner and Contractor resulting from a claim will require the negotiation of additional scope and fee to be completed as an additional service.

j. The Engineer and RPR will review and approve monthly progress payments requests by the Contractor.

1) Engineer will verify New Mexico Gross Receipts taxes for construction are at correct rate and accurately computed.

2) Engineer and RPR review and approval of payment recommendations will be in writing and will constitute Engineer's and RPR representation to Owner, based on such observations and review, that, to the best of Engineer and RPR knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents)
3) Neither Engineer's or RPR review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

k. Engineer will prepare as-built (Record) drawings based on Contractor provided redline record drawings.
l. RPR will manage and maintain construction files including contractor construction material and shop drawing submittals, progress payments, change orders, and claims.
m. RPR will maintain all required construction management documentation in RPR field office. The RPR field office will be located in the Contractor construction trailer, which will be a condition of the Construction Contract Documents.
n. RPR and Engineer will receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values and make recommendations for revision and approvals.

1) RPR and Engineer will review and analyze Contractor's progress against original or updated construction schedule, comparing actual progress with scheduled activities and duration and advise the Owner and Contractor of need to update schedule.

o. Engineer will assist the City with obtaining, reviewing, and compiling all Construction Document forms, including signed Contracts, Contractor's insurance certificates and other relevant documents, required for execution of the Construction Contract. RPR will maintain executed Construction Contract Documents on file at the Wastewater Management Division including Contractor Notice to Proceed.
p. Engineer and RPR will conduct and lead weekly construction progress meetings to jointly discuss matters of procedures, progress, problems and scheduling; distribute meeting minutes within two working days after construction progress meeting.
q. RPR will document construction progress with digital photographs and videos (as needed), posting in electronic file library with backup of photo documentation in CD. RPR

will review photo documentation with Wastewater Management Division's professional staff on a monthly basis.

r. RPR will coordinate with the Owner and Contractor for all testing requirements. Both during construction and start-up.

1) RPR will coordinate quality control testing by third part Geotechnical company hired by Contractor.

s. RPR will provide weekly review and oversight of Contractor's record drawings to make sure the Contractor is updating and recording accurate information.

t. RPR will prepare a daily progress report to summarize construction activities completed. RPR will also provide a monthly progress report Wastewater Management Division that summarizes activities for previous month including progress of construction activities, resolved issues, decisions, disputes, claims, Contractor payments, remaining budget, change orders; Test Reports, material certifications, and other relevant information.

u. Engineer and RPR will assist the City with the coordination and scheduling of Construction Contract Document equipment start-up testing and will attend testing to provide oversight of start-up activities.

1) Engineer and RPR will coordinate all training with plant operations, engineers, contractors and equipment manufacturers.

v. Engineer and RPR will conduct a final construction field review and prepare punch list

w. Engineer will attend one-year warranty review and prepare summary documentation and this will be considered incidental to completion of construction management activities.

EXHIBIT B – SCHEDULE
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

The scope of services described in Exhibit A will be completed based on the following anticipated schedule after receiving Notice to Proceed from the City.

TASK	SCHEDULE (working days)	*ESTIMATED COMPLETION DATE
Preliminary Design (Basis of Design, Concept, Preliminary and Pre-Final)	195	8/14/16
Final Design	45	10/01/16
Bidding	90	12/30/16
Construction Administration	304	10/30/17

*Estimated completion dates are based on assumed Notice to Proceed dates of 2/01/2016 for design and 1/03/2017 for construction. Estimated completion dates will be adjusted based on actual Notice to Proceed dates. The total duration of the project is anticipated to be 17 months including design and construction.

EXHIBIT C – Fee Schedule
City of Santa Fe Wastewater Treatment Plant Digester Improvements

The scope of services described in Exhibit A will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
1	Project Management	$52,676.33
2	Pre-Design	$79,085.98
3	Conceptual Design	$68,419.53
4	Preliminary Design	$100,450.72
5	Pre-Final Design	$61,982.04
6	Final Design	$54,710.18
7	Bidding	$23,369.03
8	Construction Management	$281,834.33
	Total Excluding NMGRT	$722,528.14

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ITEM # 16-0528

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#16-0026

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. NOTICES

Article 22 is amended to revise the address, so that Article 22 reads as follows:

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE Suite 9500
Albuquerque, NM 87110

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

BRIAN K. SNYDER, CITY MANAGER

Date: 5/29/2016

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE Peter Brakenhoff, P.E. Vice President

Date: 06/13/16

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK mb

APPROVED AS TO FORM:

5/19/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

5-24-2016 AM for AS

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960
Business Unit/Line Item

ITEM # 17-0056

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended so the language included in Exhibit "E", Exhibit "G", all attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thirty one thousand three hundred dollars ($131,300), plus applicable gross receipts tax as described in Exhibit "F" attached hereto and incorporated herein, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed eight hundred fifty-three thousand eight hundred twenty-eight dollars and 14/100's ($853,828.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2018 unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 1/30/17

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
David Skinner, Area Operations Manage

DATE: 2/14/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/25/17

APPROVED AS TO FORM:

12/16/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

52468.572960
Business Unit/Line

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

Part A - Description of Basic Design Services

The basic design scope of services described in this exhibit will be provided as supplemental scope of services for the existing HDR Engineering, Inc. contract for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of a modular pre-packaged type cogeneration system that will use digester biogas to generate a combination heat and power (CHP) system as a renewable energy source. The CHP system will generate both electrical and thermal energy to supplement the available power at the WWTP and meet heating needs for the new digester facility. The new pre-packaged cogeneration system will include the following main components:

- Pre-fabricated metal enclosure
- Engine fueled by digester generated methane gas (biogas)
- Recovery and Waste Heat Rejection Equipment
- Supervisory control and data acquisition (SCADA) control system
- Electrical system

The CHP system will also require a gas cleaning system to remove any impurities from the biogas prior to entering the CHP system.

HDR will provide professional engineering services to modify the current Anaerobic Digester Project 90% progress drawings and technical specifications to incorporate the pre-packaged cogeneration system.

The following is a summary of the project tasks that will be completed as part of the amendment:

1. Project coordination
2. Basis of Design
3. Preliminary Design
4. Final Design
5. Engineering services during construction

A more detailed description of the activities associated with these tasks is included in the following sections.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

1. Project Coordination

This task consists of additional coordination efforts required to incorporate the cogeneration project in the Anaerobic Digester Project. Coordination efforts will include the following:

- Design concept coordination meetings (3 meetings)
- Design review meetings (2 meetings)
- Verbal and written correspondence with the City of Santa Fe throughout the project
- Coordination with PNM regarding electrical interconnection requirements

2. Basis of Design:

This task will include completing a more detailed analysis and evaluation of the following items for the WWTP, which will be used as the basis of design for the cogeneration system:

- Biogas production, storage, and use
- Biogas quality
- Biogas treatment needs
- Power needs
- Digester system heating needs
- Existing electrical and natural gas use and associated costs

The additional analysis will be used to develop design criteria for the cogeneration system and this will be incorporated in the existing Digester technical memorandum (TM) as supplemental information. The following activities will be included in this task:

1. Review and evaluation of digester historical operations data focused on biogas production and natural gas usage
2. Review and evaluate historical electrical use data and associated costs
3. Evaluation of potential site locations adjacent to or near the proposed digester facility
4. Develop sizing calculations for the engine generator
5. Evaluation of engine size options with redundancy considerations
6. Review of biogas quality analysis, which will be obtained by HDR as detailed in Task 7b under special services, for consideration of gas cleaning alternatives
7. Identify and select biogas treatment alternatives
8. Evaluate storage requirements with engine operation
9. Develop preliminary opinion of probable construction cost

The activities above will be summarized in a technical memorandum (TM). The TM will include the following:

1. Process flow diagrams
2. Mass/Thermal balance calculation results
3. Sizing and location alternatives
4. Preliminary process and instrumentation diagrams and control strategies
5. General arrangement drawings
6. Preliminary equipment data sheets
7. Preliminary equipment cost estimates

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

3. 60% Preliminary Design

This task will consist of developing the cogeneration system design based on design information established in the basis of design task. This task will include the following activities:

1. The cogeneration system will require a modification to the following existing digester drawings, which will also include new drawings with sufficient detail to graphically show the scope, extent, and character of the work to be performed by the construction contractor. The drawings for the preliminary design will include the following:
   1) Modified digester process schematic drawings
   2) Modified digester site civil and yard piping plans and enlarged area plans for
   3) Modified digester mechanical process plans
   4) Modified digester structural plans for biogas treatment system and pre-packaged cogeneration system
   5) Modified digester mechanical plumbing plans
   6) Modified electrical plans
   7) Modified instrumentation and control drawings including biogas cleaning system process and instrumentation diagrams
   b. Preliminary technical specifications
   c. Opinion of probable construction cost
   d. City review and approval

4. Final Design Phase

HDR will prepare a final design that incorporates City review comments from the preliminary design progress submittal and will include the following:

a. Final Plans and Technical Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

5. Bid Phase

This task phase will consist of assisting the City with answering any questions from potential bidders regarding elements related to the cogeneration system including the biogas cleaning system. Responses to questions specific to the system will be included in overall Digester Addenda.

6. Construction Management

This task will consist of additional assistance to the City with construction administration services during construction activities required for the new cogeneration system and biogas cleaning system. The additional effort for this task will be focused on responding to requests for information (RFIs), review of material and shop drawing submittal reviews, and preparation of record drawings.

7. Special Services

HDR Engineering Inc. will provide the following special services in addition to the basic design services.

a. Supplemental Geotechnical Investigation

HDR's digester project geotechnical subconsultant will conduct a supplemental geotechnical investigation in the selected cogeneration location to determine subsurface conditions required for structural design and any related construction recommendations. The geotechnical services include:

1. Drilling exploratory borings at the selected location of the cogeneration and gas cleaning systems. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 3 borings will be installed at a depth up to 20 feet and the actual depths may vary depending on field conditions and estimated weights of the pre-packaged cogeneration system and air treatment system.
2. Findings will be summarized in a supplemental geotechnical letter report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction

b. Gas Quality Analysis

Biogas samples from the existing digester and associated laboratory analysis will be required to determine the quality of the gas as part of evaluating the biogas cleaning requirements for the new cogeneration system. HDR will prepare a gas sampling plan outlining the gas collection process and testing methods. HDR will collect duplicate gas samples and obtain lab analysis of the samples. This task will also include coordination with the lab and City staff as part of the sample collection efforts.

8. Contingency Services

HDR Engineering Inc. will provide the following services on a contingency basis and be completed only if authorized by the City of Santa Fe.

a. Supplemental Gas Quality Analysis

This task will consist of any additional biogas sampling and analysis in the event it is needed.

b. Air Quality Permitting

The City of Santa Fe will be responsible for preparing air quality permit applications and obtaining and air quality permit for the operation of the cogeneration system. If needed, HDR will provide permit assistance by providing regulatory agency coordination with the NMED Air Quality Bureau and providing supporting technical information including anticipated air emissions from the cogeneration and gas cleaning system and drawing exhibits that may be required as part of the permit application.

c. Supplemental Survey

It is assumed that existing survey information and drawings can be used for the cogeneration design and additional surveying is not anticipated. If needed, HDR's surveyor for the digester project will conduct supplemental topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

EXHIBIT F – Fee Schedule
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E- Supplemental Services will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
	Basic Design Services:	
1	Project Coordination and Meetings	$8,000
2	Basis of Design	$13,000
3	Preliminary Design	$50,000
4	Final Design	$21,000
5	Bidding	$3,000
6	Construction Management	$15,000
	Subtotal 1 (Basic Design Services)	**$110,000**
	Special Services:	
7a	Geotechnical Investigation	$5,000
7b	Biogas quality analysis	$5,000
	Subtotal 2 (Special Services)	**$10,000**
8	***Contingency Services:***	
8a	Supplemental Biogas Quality Analysis	$3,000
8b	Air quality permitting	$4,500
8c	Survey	$3,800
	Subtotal 3 (Contingency Services)	**$11,300**
	Total Excluding NMGRT	**$131,300**

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EXHIBIT G – SCHEDULE
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E will be completed 80 working days after receiving Notice to Proceed from the City. A summary of the anticipated schedule is outlined below.

TASK	SCHEDULE (working days)
Basis of Design	30
Preliminary Design	30
Final Design	20

ITEM # 18-0611

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

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.3 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CITY MANAGER

DATE: 6/16/18

CONTRACTOR:
HDR ENGINEERING, INC.

Area Operations Manager, SVP
NAME & TITLE

DATE: 6/1/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY 6/24

APPROVED:

FINANCE DIRECTOR

52468.572960
Business Unit/Line

ITEM # 19-0551

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0026, #17-0056, #18-0611

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended so that Exhibit "H", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred twenty three thousand three hundred eighty five dollars ($223,385) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed one million seventy seven thousand two hundred thirteen dollars and fourteen cents ($1,077,213.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/1/19

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
DAVID SKINNER, Senior Vice President

DATE: 6/27/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6.26.2019

APPROVED AS TO FORM:

5/21/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52468.572960
Business Unit/Line

MARTINEZ, MAYA F.

From: DUNAWAY, FRANCES A.
Sent: Saturday, December 11, 2021 12:01 PM
To: MARTINEZ, MAYA F.
Cc: DOZIER, MICHAEL L.; JONES, SHANNON W.; MCCOY, MARY T.; LOTERO, ALEXIS C.; MARTINEZ, MARCOS D.
Subject: RE: HDR #6mmc

Hi Maya,
It would be best to do one amendment for both. (Marcos, do you concur?)

Also, ensure that the vendor provides a letter of explanation as well (what is the reason for the project going beyond 4 years? What are issues they are experiencing? Etc..) Thank you.

Respectfully,

Fran Dunaway, CNMB, CPO
Chief Procurement Officer
Finance Department/Procurement Division
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded." A. Lincoln

---

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Friday, December 10, 2021 9:59 AM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: Re: HDR #6

Thank you Fran.
We are just taking term now so that it doesn't lapse. But we will need to increase the comp. I'm hoping we can get that amount from the contractor soon. Will that be a problem to take the comp in January?
I've asked mike to see if we can get that number now and include it but not sure we will make it for January deadlines.

From: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Sent: Thursday, December 9, 2021 4:28 PM
To: JONES, SHANNON W. <swjones@santafenm.gov>; MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: RE: HDR #6

Good afternoon All,

I just finished reviewing the documents attached for this 2nd. request to extend the term and increase compensation again for a professional services contract issued 12/31/2016 (4 years) for design &

engineering project management, consulting services & construction oversight to complete a construction project. Amendment #5 was issued in 4/2021 pursuant to NMSA 1978 13-1-150B. 6 (a) (b). In order to issue an Amendment #6 referencing the same section of the Procurement Code for an additional time period and increased compensation to complete the CIP project, please ensure to provide a justification memo and include this contract will no longer be amended to increase compensation or extend the term of 12/31/22 and must be signed by the Director of PUD, Chief Financial Officer/Finance Director and City Manager when submitting the contract packet for eSig approvals. Thank you.

Respectfully,

Fran Dunaway, CNMB, CPO
Chief Procurement Officer
Finance Department/Procurement Division
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov
"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded." A. Lincoln

---

From: JONES, SHANNON W. <swjones@santafenm.gov>
Sent: Thursday, December 9, 2021 3:42 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: Re: HDR #6

Thanks you. Please keep these in place because we will need to pay the PM and contractor or the connection of the co-generation station.

Shannon Jones
City of Santa Fe
Public Utilities Department Director
(505)955-4267
swjones@santafenm.gov

From: JONES, SHANNON W.
Sent: Thursday, December 9, 2021 3:23:32 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: RE: HDR #6

Has this been completed?

Shannon Jones
City of Santa Fe
Public Utilities Department Director
505-955-4267
swjones@santafenm.gov

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Thursday, December 9, 2021 12:10 PM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; JONES, SHANNON W. <swjones@santafenm.gov>
Subject: RE: HDR #6
Importance: High

Good afternoon Fran & Marcos,
If possible can either of you give us direction or approval on this amendment. We are coming up on the expiration, as well as cutting it close to not having an option available to us. The construction contract with Bradbury Stamm, that goes along with this will go to committee and is pending Budget and Purchasing's signature.

We are looking to you for your review and approval of the attached contract amendment, extending term for 1 year. The contract expires on 12/31/20, and it is a PSA, for Engineering, Construction Management and Project Management. The contract was awarded in 2016 and this will take it over the 4 years. We are currently extending the construction contract with Bradbury Stamm for an additional year.
We would like your approval to extend this contract, as it is tied to the Construction Contract.
If that is not possible, can you advise us in what we can do to continue with the construction and project/construction management, so that we can complete this project?
We are running in to a time issue as this expires at the end of the month and there are few meetings to review and approve this packet.
Thank you.

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MAYA F.
Sent: Wednesday, December 8, 2021 8:52 AM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

Good morning Fran.

Following up on this contract? Please advise as to what route we can or should take to keep the project going.
Thanks
m

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MAYA F.
Sent: Monday, December 6, 2021 2:22 PM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: FW: HDR #6
Importance: High

Good afternoon Fran.
We are looking to you for your review and approval of the attached contract amendment, extending term for 1 year. The contract expires on 12/31/20, and it is a PSA, for Engineering, Construction Management and Project Management. The contract was awarded in 2016 and this will take it over the 4 years. We are currently extending the construction contract with Bradbury Stamm for an additional year.
We would like your approval to extend this contract, as it is tied to the Construction Contract.
If that is not possible, can you advise us in what we can do to continue with the construction and project/construction management, so that we can complete this project?
We are running in to a time issue as this expires at the end of the month and there are few meetings to review and approve this packet.
Thank you.

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: ROMERO, IRENE K. <ikromero@santafenm.gov>
Sent: Monday, December 6, 2021 2:09 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>

Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

Hi Maya: I would like purchasing to chime in. If they say it's ok, we can possibly approve. Also, why can't we do an emergency procurement?

Irene Romero
Administrative Manager
City Attorney's Office
200 Lincoln Avenue
Santa Fe, NM 87504
505-955-6512

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Monday, December 6, 2021 2:03 PM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

Marcos
We can't have one without the other (Bradbury Stamm and HDR). What can we do to extent them or to keep them on with the project till its complete?

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MAYA F.
Sent: Monday, December 6, 2021 1:49 PM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

But this is tied to the construction contract because of the project management.
m

Maya Martinez
Fiscal Administrator
Public Utilities Department

City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Monday, December 6, 2021 1:48 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: Re: HDR #6

Professional Service, like Engineering Services, are limited to 4 years. Construction and general services can be extended to 10 years.

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From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Monday, December 6, 2021 1:43 PM
To: ROMERO, IRENE K. <ikromero@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

But wouldn't this fall under this?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Tuesday, November 23, 2021 2:45 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Subject: Re: term extension

A multi-term contract for items of tangible personal property, construction or services except for professional services, in an amount under twenty-five thousand dollars ($25,000), may be entered into for any period of time deemed to be in the best interests of the state agency or a local public body not to exceed four years; provided that the term of the contract and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting. If the amount of the contract is twenty-five thousand dollars ($25,000) or more, the term shall not exceed ten years, including all extensions and renewals

NMSA 1978 § 13-1-150.

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271

Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: ROMERO, IRENE K. <ikromero@santafenm.gov>
Sent: Monday, December 6, 2021 1:39 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: FW: HDR #6

Hi Maya: We are going beyond the four years? See email below.

Please advise.

Irene

From: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Sent: Tuesday, March 23, 2021 1:53 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; TAPIA, JIMMY P. <jptapia@santafenm.gov>; CATANACH, YODEL O. <yocatanach@santafenm.gov>; LOTERO, ALEXIS C. <aclotero@santafenm.gov>
Cc: JONES, SHANNON W. <swjones@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: RE: RE-FW: HDR #5

Hi All,
In reviewing the attached packet this contract has expired as of June 30,2020. The memo from the department indicates that services stopped March of 2020 due to Covid19 pandemic. However, the letter from the contractor attached indicates: "that they have continued to do work based on good faith, verbal conversations and emails with the City as well as understanding a contract amendment for the work done will be processed at a later date".
Here is the timeline for this expired contract that was issued from a Construction Request for Bid (RFB) processed in 4/2015 or 9/17/15? and awarded January of 2016.

- **Contract** issued **January 15, 2016- shall terminate 12/31/2017** (unless sooner pursuant to Article 6 below) year one (1)
- **Amendment 1** issued **May 29, 2016** "revise address" – year one (1)
- **Amendment 2** issued January 30, 2017 " add Exhibit E, increase compensation & extend term ***expired 12/31/2017***: **1/1/2017 – 6/30/2018** (1yr. & 6 months) **year two (2) – 6 additional months**
- **Amendment 3** issued 6/16/18 "extend term" ***July 1, 2018 – June 30, 2019*** year three (3) 3years and 6 months. There is only 6 months remaining in this contract. However:
- **Amendment 4** issued July 1, 2019 "add Exhibit H" (where are exhibits F & G?, last exhibit added with an amendment is E?) increase compensation and extend the term ***July 1, 2019 – June 30, 2020***- the contract should have only been extended through December 31, 2020. 4 yrs. when including the additional 6 months it was extended in 2017.
- **Amendment 5** issuing **March 2021- "**add Exhibit I, compensation and extend through 12/31/21 (9 months which will put this contracts life at 5 years 3 months).

The department memo requests to retro an amendment to the contract 9 months after the contract expired 6/30/2020 due to the COVID19 pandemic which caused delays in construction and there was an In-depth review of the contract

during the delay which found that there were inconsistencies with the payments in addition to the contract expiring. Payments were then processed for prior work and then the contractor began additional requests for added assistance knowingly with an expired contract? However, the City Purchasing Office continued operations remotely processing all existing and emergency procurement requests for the City and was not shut down. The memo does not indicate that the City WWMD attempted to contact the Procurement Office for assistance for a determination to extend beyond the 4 + years life of a contract prior to June 30, 2020 or within 30 days after the expiration. The contractors letter states that there was *some* interruption due to COVID but they did not state they stopped work completely due to the COVID19 pandemic in March 2020. Also, they stated "HDR completed work in good faith based on verbal conversations and email correspondence with the City and the understanding a contract amendment for the work would be processed at a later date".

The timeline that I have provided above indicates that there were multiple inconsistencies with this contract within the 4 years of its life and to knowingly continue services utilizing an expired contract with the promise of payment and a contract amendment for additional services plus compensation that the contractor stated in their letter violates the NM Procurement Code and 2020 Procurement Manual.

Therefore, I will not sign the required SOC and Procurement Checklist as the CPO for the City that the procurement process was done in accordance with the NM State Procurement Code and the 2020 City of SF Procurement Manual. The multiple violations of the NM Procurement Code are identified as: NMSA 1978, Chapter 13 Article 1 Procurement:
13-1-95.2. CPO determination (1), (2) and (3)
13-1-150. Multi- term contracts,
13-1-158. Payments for purchases, and;
13-1-199. Penalties. Any person "that willfully" violates the Procurement Code is guilty of:
A. a misdemeanor if the transaction involves 50k. or less;
B. a fourth degree felony if the transaction involves more than $50k.

Which will need to be documented and filed, as this procurement will be most likely a huge 2020 audit finding.

If you there is other information that I am not aware of regarding this contract please email or contact me directly to discuss. Thank you.

Respectfully,

Fran Dunaway, CNMB, CPO
Chief Procurement Officer
Finance Department/Procurement Division
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov

Irene Romero
Administrative Manager
City Attorney's Office
200 Lincoln Avenue
Santa Fe, NM 87504
505-955-6512

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From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Sunday, December 5, 2021 6:15 PM
To: ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: HDR #6

Hi Irene,
Please review and sign the attached amendment #6 for term.
Thank you!

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/10/2022

ISSUE NO. 7g

Request for approval of Wastewater Digester Project Engineering contract with HDR pursuant to NMSA 1978-13-1-150B.6(a)(b). for amendment #6 with an extension of time and funding in the amount of $125,000 plus NMGRT to revise and complete the Digester Project co-generation grid connection design. (Michael Dozier, WWM Division Director, mldozier@santafenm.gov)

1. Request for approval of a BAR (Budget Adjustment Resolution) in the amount of $135,547 from the WWMD Cash Balance.

Committee Review:
Public Works and Utilities Committee: 01/10/2022
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/18/2022 Finance Committee

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		

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of Amendment #14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to adjust the hourly rate charged for each Security Guard Level 1, 2, and 3 on duty with no charge to the current not to exceed amount of $4,460,466.74 for fiscal year FY21/22 for security services at City facilities. (Manuel Sanchez, Business Operations Manger, mnsanchez@santafenm.gov; (505) 955-6868)

Committee Review
Finance Committee – January 18, 2022
Quality of Life Committee – January 19, 2022
Governing Body – January 26, 2022

Item Type - contract amendment

Item Owner - Manuel Sanchez

Item Sponsor -

Item Tracking Number - 22-13235

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 4

Vote Against Count - 1

Vote Abstain Count - 0

Vote Absent Count - 0

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

Vote Against Names - Chris Rivera

Vote Abstain Names -

VOTE SUMMARY



Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee - Regular Meeting

Meeting Start Date - 20/01/2022

Meeting Committee - Quality of Life Committee

Item Title - Request for Approval of Amendment No. 14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to Adjust the Hourly Rate Charged for Each Security Guard Level 1, 2, and 3 on Duty with No Charge to the Current Not to Exceed Amount of $4,460,466.74 for Fiscal Year FY21/22 for Security Services at City Facilities. (Manuel Sanchez, Business Operations Manger, mnsanchez@santafenm.gov; 505-955-6868)

Committee Review:
Finance Committee: 01/18/2022
Quality of Life Committee: 01/19/2022
Governing Body: 01/26/2022

Item Type - contract amendment

Item Owner - Manuel Sanchez

Item Sponsor -

Item Tracking Number - 22-13235

Motion Type - Approve

Motion Mover -

Motion Seconder -

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Jamie Cassutt, Michael Garcia, Renee Villarreal, Lee Garcia, Amanda Chavez

Vote Against Names -

VOTE SUMMARY



Vote Abstain Names -

Vote Absent Names - Chris Rivera

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

City of Santa Fe, New Mexico
Memorandum

DATE: **January 26, 2021**

TO: **Alan Webber, Mayor and Governing Body**

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director Kyra Ochoa
Kyra Ochoa (Jan 20, 2022 10:39 MST)

FROM: **Manuel Sanchez, Business Operations Manager** MS

ACTION:

Request for the Approval of Amendment #14 to the Service Contract with Universal Protection Services, LP dba Allied Universal Security to adjust the hourly rate charged for each Security Guard Level 1, 2, and 3 on duty with no change to the current not to exceed amount of $4,460,466.74 for fiscal year FY21/22 for security services at City facilities. (Manuel Sanchez, Business Operations Manager, mnsanchez@santafenm.gov; 505-955-6568)

There is sufficient budget remaining on the existing contract and an increase in overall contract compensation will not be needed the contract will remain at a not to exceed amount of $4,460,466.74 including NMGRT for Security Services throughout City Facilities.

BACKGROUND AND SUMMARY:

Allied Security provides security services for a variety of City facilities. These facilities currently include the Genoveva Chavez Community Center, La Farge Library, Main Library, South-side Library, Midtown Campus, Municipal Courts, Municipal Courts at Pete's Place, Pete's Place Shelter, Santa Fe Regional Airport, the Railyard, the Plaza, Santa Fe Trails and a mobile unit that patrols City Parking Facilities.

Over the last three years Allied has demonstrated both the capacity to meet the City's needs and a high quality of service making them an ideal security partner for the City. The Allied Account Manager works closely with City Staff at each site to tailor services to meet the specific demands of each location throughout the City. This level of coordination coupled with time on the ground over a three year period has allowed Allied to develop a high level of knowledge and expertise regarding City properties and their specific security needs.

Amendment #14 to this contract increases the hourly rate the company charges for each Security guard on duty. Allied has notified the City of their inability to provide consistent and professional security services without an increase in the rates paid to guards.

Current Rates		
Item	**Hourly Bill Rate**	**Holiday Rate**
SF University of Art and Design Patrol Vehicle	$6.00	$6.00
Patrol Vehicle	$6.81	$6.81
Level 1 Security Officer	$19.67	$29.50
Level 2 Security Officer	$20.79	$31.18
Level 3 Security Officer	$23.69	$35.53
Account Manager	$29.47	$44.21

Proposed Rates		
Item	**Hourly Rate**	**Holiday Rate**
SF University of Art and Design Patrol Vehicle	$6.00	$6.00
Patrol Vehicle	$6.81	$6.81
Level 1 Security Officer	$23.77	$35.65
Level 2 Security Officer	$25.51	$38.27
Level 3 Security Officer	$29.25	$43.88
Account Manager	$29.50	$44.21

The current not to exceed amount of ($4,677,483.61), including applicable gross receipts taxes are expected to cover costs for the remainder of the fiscal year. If additional funds are required, another amendment would be brought to GB.

This contract expires in June 2022 and an RFP is being developed so that a new contract can be established before that date.

Below is a summary of all of the amendments made to this contract.

Amendment History:

Amendment #1:

1. Add 4 hours of professional security services at the LaFarge Library branch on Sundays. $4,320.56 plus applicable gross receipts taxes
2. Add 100 hours of event services at the Genoveva Chavez Community Center.$1,928.00 plus applicable gross receipts taxes
3. Add professional security services to the Railyard Visitor Center seasonally Monday-Saturday during the months of April – October. $27,454.72 plus applicable gross receipts taxes.

Amendment #2:

1. Add Performance Requirements and Contract Liquidated Damages that were included in the RFB, but failed to be incorporated in the original contract.

Amendment #3:

1. Add professional security services to the Santa Fe University of Art and Design Campus. $56,020.48 plus applicable gross receipts taxes.

Amendment #4:

1. Add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus. $145,876.64 plus applicable gross receipts taxes.

Amendment #5:

1. Add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport.$21,821.06 plus applicable gross receipts taxes.

Amendment #6:

1. Eliminate the City Hall/Santa Fe Community Convention Center security post effective 15 February 2019 per a request by City Management.

Amendment #7:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2020.
2. Remove the Railyard Visitor Center location as requested by the Tourism Department.
3. Approved a billing rate increase of 2%.

Amendment #8:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2022.

Amendment #9:

1. Add security services at the Santa Fe Railyard, which will run from 8pm-4am 7 days per week.

Amendment #10:

1. Add mobile security services at select City Parks, 24 hours per day / 7 days per week.
2. Add mobile security services at Pete's Place and the Salvation Army Shelter 16 hours per day / 7 days per week.

Amendment #11:

1. Added security services at the Santa Fe Plaza, seven days per week / twenty four hours per day.

Amendment #12:

2. Allowed for the Public Works Property Maintenance Manager to be authorized to adjust the sites, schedules, hours and guard levels to effectively manage the complex and diverse demands of security throughout the City.
3. Added $60,000 to the not to exceed amount of the contract so that as the City identifies a security need and the funding for it, the security company can be deployed rapidly to meet the need.

Amendment #13:

1. Increases compensation to Allied by $1,570,498.68 including NMGRT to cover the anticipated security costs for the 2021-2022 Fiscal Year.

Proposed Amendment #14:

1. Increases the hourly rates for on duty guard security services to meet current market demands for qualified employees so that Allied can provide consistent services to the City. No increase to the not to exceed amount for the 2021-2022 Fiscal Year.

PROCUREMENT METHOD:
The procurement method is RFB 18/35/P, which was issued and awarded in 2018.

CONTRACT NUMBER:
The Munis Contract number is 3201972

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201972**

Contractor: **Universal Protection Service, LP/DBA Allied Universal Security Service**

Description: **Request for approval of Amendment #14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to adjust the hourly rate charged for each Security Guard Level 1, 2, and 3 on duty with no change to the current.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **When signed** Term End Date: _____

☐ Approved by Council Date: **June 11, 2018**

Contract / Lease: Amendment #14

Amendment # **14** to the Original Contract / Lease # **18-0552**

Increase/(Decrease) Amount $ **0.00**

Extend Termination Date to: **N/A**

☐ Approved by Council Date: _____

Amendment is for: Increase the security guard hourly rate

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

3. Procurement History: **Third year up to a 4-year**

Fran Dunaway (Dec 16, 2021 10:06 MST) Dec 16, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment 14- Increase is for FY 22 beginning January 1, 2022 -June 30, 2022. FY 21 closed June 30, 2021. A new RFP will be issued for FY 23.

4. Funding Source: **Various** Org / Object: _____

Andy Hopkins (Dec 14, 2021 19:03 MST) Dec 14, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Manuel Sanchez Phone # **505-955-6568**

Email: **mnsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

Amount $	556,546.76	of original Contract#	1	Termination Date:	6/30/2019
	Reason:	Original Contract			
Amount $	33,703.28	amendment #	2	Termination Date:	6/30/3019
	Reason:	Add hrs and service location			
Amount $	0.00	amendment #	3	Termination Date:	6/30/2019
	Reason:	Add Performance Requirements and Contract Liquidated Damages			
Amount $	56,020.48	amendment #	4	Termination Date:	6/30/2019
	Reason:	Add SFUAD location			
Amount $	145,876.64	amendment #	5	Termination Date:	6/30/2019
	Reason:	Add additional hours at SFUAD			
Amount $	21,821.06	amendment #	6	Termination Date:	6/30/2019
	Reason:	Add additional hours at Santa Fe Regional Airport			
Amount $	-14,498.56	amendment #	7	Termination Date:	6/30/2019
	Reason:	Remove City Hall post			
Amount $	930,694.98	amendment #	8	Termination Date:	6/30/2022
	Reason:	Extend contract Term			
Amount $	88,927.04	amendment #	9	Termination Date:	6/30/2022
	Reason:	Add services at the Santa Fe Railyard			
Amount $	78,692.40	amendment #	10	Termination Date:	6/30/2022
	Reason:	Add services at Parks and Shelters			
Amount $	174,854.08	amendment #	11	Termination Date:	6/30/2022
	Reason:	Add services at the Santa Fe Plaza			
Total of Original Contract plus all amendments:			$	$3,046,984.93	
Amount $	60,000.00	amendment #	12	Termination Date:	6/30/2022
	Reason:	Add flexibility to services			
Total of Original Contract plus all amendments:			$	$3,106,984.93	
Amount $	1,570,498.68	amendment #	13	Termination Date:	6/30/2022
	Reason:	Add flexibility to services			
Total of Original Contract plus all amendments:			$	$4,460,466.74	

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Allied Universal Security

Procurement Title: Contract Amendment #14 with Allied Universal Secuity, Inc.

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Community Health & Safety Staff Name Manuel Sanchez, Business Ops Mgr

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:

Manuel Sanchez	Business Operations Manager	12/14/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dramaway (Dec 16, 2021 10:06 MST)	Chief Procurement Officer	Dec 16, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

CITY OF SANTA FE
AMENDMENT No. 14 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 14 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to change the rates as described in Exhibit "C" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four-million, four-hundred and sixty-seven-thousand, four-hundred and eighty-three dollars and seventy-one cents ($4,677,483.61), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 23.77	$ 35.65
Level 2 Security Officer	$ 25.51	$ 38.27
Level 3 Security Officer	$ 29.25	$ 43.88
Account Manager	$ 29.47	$ 44.21

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. 14 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Steve Claton
NAME
Region President
TITLE
Date: Dec 13, 2021

CRS #: 03-282745-00-08
Business License: 20-110418

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 13, 2021 08:17 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

11/30/2021

Manuel Sanchez
City of Santa Fe
2651 Siringo Rd, Building E
Santa Fe, NM 87505

Dear Manuel Sanchez:

Thank you for speaking with me the other day and for the follow up email noting our requested bill rate increase has been approved by the City. We sincerely appreciate the City's support, and while we welcome this news and are excited to provide a more competitive wage for our officers, we must establish a date in which the new rates go into effect as we can no longer support the current rate structure. We are sending this letter to ensure we get the new rates and amendment in place no later than Tuesday, February 1st, 2022.

The contract between AUS and the City was executed in May, 2018. Contract terms were fixed with the exception of "Compensation" which was to be mutually agreed to each one year renewal period (see 5. Term and Effective Date in contract). On or about May 2019, AUS and the City negotiated a mutually agreeable rate increase to address the increase in the cost of living, and the need to pay a competitive wage to maintain proper and quality staffing. In the spring of both 2020 and 2021, AUS requested similar rate adjustments of 2% (less than the actual increase in the CPI) but in both cases, was rejected by the City. In the meantime, during this time period, the City has mandated two minimum wage increases, we have been told the City may be initiating a $15 minimum wage for City employees, the cost of living has increased substantially, and the pandemic has literally turned the labor market and pool for qualified personnel upside down. The ability to staff personnel absent any requested wage increase over the last two years is unsustainable moving forward.

For these reasons, although we are excited to hear the City has verbally approved our requested rate increase, we must ensure we have formal implementation of the new rates below no later than February 1st, 2022. As a show of our partnership we began paying these new wages effective of November 18th.

Item	Hourly Bill Rate	Holiday Rate
Level 1 Security Officer	$23.77	$35.65
Level 2 Security Officer	$25.51	$38.27
Level 3 Security Officer	$29.25	$43.88
Account Manager	$29.47	$44.21

The Santa Fe School District recently approved the same starting wage increases we are requesting. This will allow us to properly staff their locations.

Thank you for your support and our continued partnership. Please acknowledge receipt.

Sincerely,

Nicholas Blanchette
Allied Universal Security Services

ITEM #21-0272

CITY OF SANTA FE
AMENDMENT No. 13 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 13 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one million, five-hundred and seventy-thousand, four-hundred and ninety-eight dollars and sixty-eight cents ($1,570,498.68), including applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four-million, six-hundred and seven-seven-thousand, four-hundred and eighty-three dollars and sixty-one cents ($4,677,483.61), including applicable gross receipts taxes. Payment

shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
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Level 1 Security Officer	$ 19.67	$ 29.50
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Level 3 Security Officer	$ 23.69	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

2. TERM:

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

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 13 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Jun 18, 2021

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jun 18, 2021 13:25 MDT)

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

GB MTG 06/09/21

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 10, 2021 08:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jun 18, 2021 09:18 MDT)

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 5/10/21

CRS #: 03-282745-00-08
Business License: 20-110418

11/30/2021

Manuel Sanchez
City of Santa Fe
2651 Siringo Rd, Building E
Santa Fe, NM 87505

Dear Manuel Sanchez:

Thank you for speaking with me the other day and for the follow up email noting our requested bill rate increase has been approved by the City. We sincerely appreciate the City's support, and while we welcome this news and are excited to provide a more competitive wage for our officers, we must establish a date in which the new rates go into effect as we can no longer support the current rate structure. We are sending this letter to ensure we get the new rates and amendment in place no later than Tuesday, February 1st, 2022.

The contract between AUS and the City was executed in May, 2018. Contract terms were fixed with the exception of "Compensation" which was to be mutually agreed to each one year renewal period (see 5. Term and Effective Date in contract). On or about May 2019, AUS and the City negotiated a mutually agreeable rate increase to address the increase in the cost of living, and the need to pay a competitive wage to maintain proper and quality staffing. In the spring of both 2020 and 2021, AUS requested similar rate adjustments of 2% (less than the actual increase in the CPI) but in both cases, was rejected by the City. In the meantime, during this time period, the City has mandated two minimum wage increases, we have been told the City may be initiating a $15 minimum wage for City employees, the cost of living has increased substantially, and the pandemic has literally turned the labor market and pool for qualified personnel upside down. The ability to staff personnel absent any requested wage increase over the last two years is unsustainable moving forward.

For these reasons, although we are excited to hear the City has verbally approved our requested rate increase, we must ensure we have formal implementation of the new rates below no later than February 1st, 2022. As a show of our partnership we began paying these new wages effective of November 18th.

Item	Hourly Bill Rate	Holiday Rate
Level 1 Security Officer	$23.77	$35.65
Level 2 Security Officer	$25.51	$38.27
Level 3 Security Officer	$29.25	$43.88
Account Manager	$29.47	$44.21

The Santa Fe School District recently approved the same starting wage increases we are requesting. This will allow us to properly staff their locations.

Thank you for your support and our continued partnership. Please acknowledge receipt.

Sincerely,

Nicholas Blanchette
Allied Universal Security Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2021

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

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

PRODUCER
MARSH USA INC
1717 Arch Street
Philadelphia, PA 19103
Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360

CN118025105-ALL-STAND-21-22

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : Greenwich Insurance Company	22322
INSURER C : XL Insurance America	24554
INSURER D : Indian Harbor Insurance Company	36940
INSURER E : N/A	N/A
INSURER F :	

INSURED
Allied Universal Topco, LLC
(See Attached for Additional Named Insureds)
161 Washington Street, Suite 600
Conshohocken, PA 19428

COVERAGES **CERTIFICATE NUMBER:** CLE-006279155-20 **REVISION NUMBER:** 9

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			082695264	01/01/2021	01/01/2022	EACH OCCURRENCE	$	10,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	10,000,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$	
	X SIR $1,750,000						PERSONAL & ADV INJURY	$	10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	10,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	10,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY			RAD9437818-04	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
D	UMBRELLA LIAB X OCCUR			RES943799401	01/01/2021	01/01/2022	EACH OCCURRENCE	$	10,000,000
	X EXCESS LIAB CLAIMS-MADE			EXCESS OF GENERAL LIABILITY			AGGREGATE	$	10,000,000
	DED RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD3001203-05(AOS)	01/01/2021	01/01/2022	X PER STATUTE OTH-ER		
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH)			RWR3001204-05(WI)	01/01/2021	01/01/2022	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
Attn: Manuel Sanchez
2651 Siringo Rd, Bldg E
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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GB COMM HEALTH AND SAFETY AMENDMENT 14 ALLIED UNIVERSAL SECURITY

Final Audit Report 2021-12-15

Created:	2021-12-14
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA7TJ9mzfC6pLhRG_y_41cwo8RgaVtvbee

"GB COMM HEALTH AND SAFETY AMENDMENT 14 ALLIED UNIVERSAL SECURITY" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-12-14 - 11:25:07 PM GMT

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-12-14 - 11:28:54 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-12-15 - 2:02:48 AM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-12-15 - 2:03:40 AM GMT - Time Source: server

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-12-15 - 2:03:43 AM GMT

Document canceled by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-12-15 - 4:56:15 PM GMT

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES



____ _____
MAYOR

NAME, TITLE Pres. Dmst

DATE:_____

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

_____ 5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

_____
, FINANCE DIRECTOR

Business Unit Line Item
The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 18-1303

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add professional security services for the Tourism Santa Fe Railyard Visitor Center, additional hours of coverage at La Farge Library, and additional hours of coverage at the Genoveva Chavez Community Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-three thousand seven hundred three dollars and twenty-eight cents

($33,703.28), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred ninety thousand two hundred fifty dollars and four cents ($590,250.04), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,640.77

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,640.77

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1304

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 31 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. STANDARD OF PERFORMANCE; LICENSES

Article 2 of the Agreement is amended to add Paragraph C:

C. Performance Requirements and Contract Liquidated Damages

1) Certain levels of operation in accordance with the scope of services section, but not limited to, shall be met by the Contractor to ensure satisfactory service to the City and the public. It is the responsibility of the Contractor to provide the City of Santa Fe with appropriate management information reports that will enable the City to monitor all of the service levels. The Contractor shall maintain all records necessary for the City of Santa Fe to audit and substantiate compliance with all monitoring requirements.

a. Each service level has a corresponding credit to City for non-compliance. All credits will be deducted from any amount payable pursuant to the Contractor's monthly statement for the month in which the service level was not fulfilled.

b. Additional credits for non-compliance detailed in this section are intended to encourage the Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect City's option to terminate this contract for failure to comply with service levels.

c. The credits that are set forth reflect City's estimate of risks associated with non-compliance of the Scope of Services by the Contractor in each instance. Contractor agrees that City's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult, if not impossible, to quantify.

d. The Contractor shall maintain sufficient staff and equipment to provide high level services within the requirements set forth by the Scope of Services. The following credits to the City for non-compliance have been established:

i. Data Accuracy

The Contractor is required to maintain a 98% level of accuracy for each day's data collected from guard patrol monitoring system, guard post personnel assignment system, time card entries, payroll and incident reports. A credit of $100 per day for each business day will be deducted from the Contractor's monthly charges for failure to meet these criteria.

ii. Accountability

In the event that any of the Contractor's monitoring Systems cannot provide

required reports, a credit of $500 per week will be deducted from the Contractor's monthly charges for failure to meet this criterion.

iii. Systems' Availability

System availability is defined as the time during the principal hours of operation when the Contractor is providing services, including all subsystems, is available to the City of Santa Fe for monitoring purposes. System availability shall be maintained at 98%, Monday through Friday at a minimum from 8:00 a.m. to 6:00 p.m. The Contractor shall make available access to all Contractor's monitoring systems from a City desktop computer for monitoring purposes. It is the Contractor's responsibility to ensure that this requirement is fully met at Contractor's expense. The system availability requirement shall not be in effect during the period of time that the Contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Contractor.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit of $250 for each month will be deducted from the Contractor's monthly charges.

iv. System Discontinuance and Backup

The Contractor shall agree to establish an ISDN backup connection within five (5) minutes of receipt of notification from the City that any data circuit is inoperable.

Failure to establish the system backup connection within the time limit stated above will result in a credit to the City of $500 per working day of delay.

v. Operational Performance

The City expects the Contractor to ensure that the assigned guard to every Post arrives at their designated Post a few minutes ahead of their scheduled start time so that they can be ready to start their shift precisely at the required start time. When a Post is not manned by a security guard at the pre-established start time, a credit to the City will result as follows:

1. No guard at Post at the pre-established start of shift time, a credit of $250 per occurrence will be deducted from the Contractor's monthly charges.
2. No guard at Post 15 minutes past the pre-established start of shift time, a credit of $500 for each occurrence will be deducted from the Contractor's monthly charges.
3. No guard at Post 30 minutes past the pre-established start of shift time, a credit of $750 per occurrence will be deducted from the Contractor's monthly charges.
4. No guard at Post 1 hour or more past the pre-established start of shift time, a credit of $1,500 per occurrence will be deducted from the Contractor's monthly charges.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
dc mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

7/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1318

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A , is amended to provide professional security services for the University of Art and Design campus.

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #3.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty six thousand twenty dollars and forty eight cents ($56,020.48), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its

entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six hundred forty six thousand two hundred seventy dollars and fifty two cents ($646,270.52), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/21/2018

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

11/21

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

ITEM # 19-0192

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #4.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred forty five thousand eight hundred seventy-six dollars and sixty-four cents ($145,876.64), plus applicable gross receipts taxes, so that Article 3, paragraph A

reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety two thousand one hundred forty-seven dollars and sixteen cents ($792,147.16), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/13/2019

APPROVED AS TO FORM:

3/29/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

3/29/19
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER,

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a
Allied Universal Security Services

STEVE CLATON, PRESIDENT

Date: 4/11/18

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. 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

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

MAYOR

NAME, TITLE Pres. Director

DATE:

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item
The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52165.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52165.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,466.43 from 52800.510310); GCCC ($86,751.69 from 52701.510310).

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

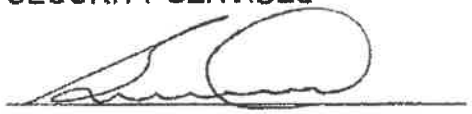
CITY OF SANTA FE:

_____
MAYOR

DATE:_____

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE,
LP/DBA ALLIED UNIVERSAL
SECURITY SERVICES



_____
NAME, TITLE President

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

_____ 5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

_____
, FINANCE DIRECTOR

Business Unit Line Item
The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 19-0223

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport and for invoices to be provided on a monthly rather than bi-weekly basis, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #5.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of twenty one thousand eight hundred twenty-one dollars and six cents ($21,821.06), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred thirteen thousand nine hundred sixty-eight dollars and twenty-two cents ($813,968.22), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

1/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 1/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

_____
NAME & TITLE

Date: 2/4/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0334

CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be effective on 15 February 2019.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to eliminate the City Hall/Santa Fe Community Convention Center security post, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #6.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to **decrease** the amount of compensation by a total of fourteen thousand four hundred ninety eight dollars and fifty-six cents ($14,498.56), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety nine thousand four hundred sixty nine dollars and sixty-six cents ($799,469.66), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval, and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/9/19

ATTEST:

YOLANDA Y. MIGIL, CITY CLERK
cc mtg. 5/8/2019

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

5/9
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____ 2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

_____
NAME & TITLE

Date: 3/18/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0514

CITY OF SANTA FE
AMENDMENT No. 7 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 7 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES.

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #7.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred thirty thousand six hundred ninety four dollars and ninety eight cents ($930,694.98), plus applicable gross receipts taxes, so that Article 3, paragraph A reads

in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million seven hundred thirty thousand one hundred sixty four dollars and sixty four cents ($1,730,164.64), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

3. TERM:

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

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2020 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/28/19

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached

Date: 6.28.19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
EC mtg 6.26.19

CRS #: 03-282745-00-08
Business License: 19-110418

APPROVED AS TO FORM:

6/11/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

6/11/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 6/28/19

CRS #: 03-282745-00-08
Business License: 19-110418

ITEM # 20-0248

CITY OF SANTA FE
AMENDMENT No. 8 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 8 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit "A" – Scope of Services attached hereto, Amendment #8.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred seventy-four thousand three hundred forty-six dollars and seventy-seven cents ($974,346.77), plus applicable gross receipts taxes and as described in Exhibit

"B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and four thousand five hundred and eleven dollars and forty-one cents ($2,704,511.41), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. TERM:

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

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 8 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 5/27/20

CITY ATTORNEY'S OFFICE:

4/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME

TITLE
Date:

CRS #: 03-282745-00-08
Business License: 20-110418

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 5/29/20

CITY ATTORNEY'S OFFICE:

4/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME
Steve Claton
TITLE President, Southwest Region
Date: 6/23/20

CRS #: 03-282745-00-08
Business License: 20-110418

Item# 20-0463
Munis Contract#_____

CITY OF SANTA FE
AMENDMENT No. 9 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 9 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add security services at the Santa Fe Railyard, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #9.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation

by a total of eighty-eight thousand, nine hundred and twenty seven dollars and four cents ($88,927.04), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and ninety three thousand, four hundred and thirty eight dollars and forty five cents ($2,793,438.45), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 9 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

Date: Oct 5, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 20, 2020 14:29 MDT)

ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE
Date: 9/11/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 10 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 10 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; twenty-four hours a day, seven days per week; for a three month term (October-December) for service at the following City Parks: East and West De Vargas Park, Salvador Perez Park, General Franklin Miles Park, Herb Martinez Park, Las Acequias Park, SWAN Park and the Santa Fe Railyard Park; II. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; sixteen hours per day, seven days per week; for a two month term (November-December) for service at the Salvation Army and Pete's Place Shelters as quoted by Allied Universal Security, the details of which can be seen on Exhibit A,

so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A - Scope of Services, Amendment #10.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of seventy eight thousand, six hundred, ninety two dollars and fourty cents ($78,692.40), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and seventy eight, three hundred and four dollars and five cents ($2,872,130.85), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 10 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 19, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS 5150403.572970 AL

CONTRACTOR:
Universal Protection Service, LP *d/b/a* Allied Universal Security Services

NAME:

TITLE

Date: 10/19/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 11 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 11 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 3 Security Officer and one (1) HELIAUS Cellphone for the Santa Fe Plaza ($144,279.68); II. Eighty (80) additional hours and an hourly rate increase to $29.47 for the Santa Fe Account Manager ($5,574.40); III. A sum of $25,000.00 shall be added to the 'unforescen cost overruns' ($25,000.00) as quoted by Allied Universal Security the details of which can be seen on Exhibit A, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #11.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred and seventy four, eight hundred and fifty four dollars and eight cents ($174,854.08), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, four-six thousand, nine hundred and eighty-four dollars and ninety-three cents ($3,046,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of twenty five thousand dollars ($50,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 11 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 4, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 22, 2020 13:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 1001001.510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 10/21/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 12 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 12 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: The Sites, Schedules, Hours, Guard Levels, and Scope of Services may be altered as needed to meet the diverse demands of security throughout the City. These changes may not cause the total Compensation included in this Agreement to increase. Any such changes to the Scope of Services shall only be made by the Public Works Property Maintenance Manager in conjunction with Allied Securities Santa Fe Account Manager or other pre-authorized representatives.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of sixty thousand dollars and zero cents ($60,000.00), plus applicable gross receipts taxes so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, one hundred and six thousand, nine hundred eighty-four dollars and ninety-three cents ($3,106,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) shall be added as an unforeseen cost overrun. In the event that additional security service is required for emergencies, holidays, or special events that exceeds the deliverable amount in this Agreement, the City, at its discretion, may agree to pay additional Compensation to the Contractor to cover such additional security services.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 12 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Mar 15, 2021

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB MTG 03/10/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 21, 2020 12:59 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: Various

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME : Steve Claton

President
TITLE
Date: 1/6/21

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 13 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 13 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one million, five-hundred and seventy-thousand, four-hundred and ninety-eight dollars and sixty-eight cents ($1,570,498.68), including applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four-million, six-hundred and seven-seven-thousand, four-hundred and eighty-three dollars and sixty-one cents ($4,677,483.61), including applicable gross receipts taxes. Payment

shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.69	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

2. TERM:

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

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 13 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 5/10/21

CRS #: 03-282745-00-08
Business License: 20-110418

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 10, 2021 08:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 19/01/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Contract in the Amount of $909,479 with YouthWorks for Workforce Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915 and Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Finance Committee: 01/18/2022
Quality of Life Committee: 01/19/2022
Governing Body Meeting: 01/26/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13379

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY



Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee - Regular Meeting

Meeting Start Date - 20/01/2022

Meeting Committee - Quality of Life Committee

Item Title - Request for Approval of Contract in the Amount of $909,479 with YouthWorks for Workforce Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915 and Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Finance Committee: 01/18/2022
Quality of Life Committee: 01/19/2022
Governing Body Meeting: 01/26/2022

Item Type - contract

Item Owner - Rich Brown

Item Sponsor -

Item Tracking Number - 22-13379

Motion Type - Approve

Motion Mover -

Motion Seconder -

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Jamie Cassutt, Michael Garcia, Renee Villarreal, Lee Garcia, Amanda Chavez

Vote Against Names -

VOTE SUMMARY



Vote Abstain Names -

Vote Absent Names - Chris Rivera

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

City of Santa Fe New Mexico
Memorandum

Date: January 5, 2022

To: Economic Development Advisory Committee: January 12, 2022
Finance Committee: January 18, 2022
Quality of Life Committee: January 19, 2022
Governing Body Meeting: January 26, 2022

From: Janice Krish, Economic Development Specialist JK

CC: Rich Brown, Director - Community and Economic Development Department

RE: Job Training and Workforce Development Contract (# Here) for Approval

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ITEM AND ISSUE:
Staff requests the approval of a Workforce Development professional services contract representing significant economic investment for the Office of Economic Development. Funding for this agreement is allocated in the Fiscal Year 2023 budget.

This is a three-year and six month contract renewal and brings a total investment in local workforce development growth to $909,479.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Economic Development Plan (the Angelou Plan), was adopted in 2004. The Angelou Plan organized the community's understanding of economic development and set the key goal of diversifying Santa Fe's economy so that Santa Fe is not dependent upon its traditional employment bases of government and tourism.

In 2008, the 'Strategy for Implementation' was adopted by the City Council. The economic development strategy focused and refined the Angelou plan to five target industries: technology, media, green, arts and culture and knowledge based. Additionally, it focused on three growth areas: business development, workforce development and site and infrastructure.

The City of Santa Fe's Economic Development Division (EDD) works to implement this strategy and build a diverse economy with a multitude of employment opportunities and high wage job options. Our goal is to make sure that Santa Fe's economy attracts and retains a talented workforce. To achieve this goal the EDD aims to work with targeted workforce development community partners.

ACTION REQUESTED:
The Economic Development Department recommends moving forward with the YouthWorks contract, since it will help fulfill the City's economic development mission to procure innovative workforce strategies and operations that address local economic development needs as we recover from the pandemic. The funding source for this contract in 2122800.510340. MUNIS Contract# 3203193

PROCUREMENT METHOD:
RFP# 22/07/P

CONTRACT NUMBER: 3203193

FUNDING SOURCE:
Fund Name/Number: 2122800.510340

ACTION REQUESTED:
The Office of Economic Development respectfully requests your review and approval.

Signature: *Richard Brown*

Email: rdbrown@santafenm.gov

Contractor Name: YouthWorks

Procurement Title: Workforce Development

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

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

Department Requesting Community & Economic Development Staff Name Janice Krish

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Loretta S. Olguin | Business Operations Manager | 1/5/22

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

Fran Dunaway (Jan 12, 2022 15:55 MST)

Chief Procurement Officer | Jan 12, 2022

Purchasing Officer (attesting that all information is reviewed) | Title | Date

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

*

Item#_____
Munis Contract# _____

CITY OF SANTA FE

Workforce Development

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and YouthWorks, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide programs and services that support and train a skilled, dynamic workforce in Santa Fe, which will strengthen and grow Santa Fe's economy. The programs and services will:

A. Support job training, workforce and talent development in Santa Fe through mentorships, apprenticeships, internships and soft skill workshops.

B. Increase the number of qualified workers in Santa Fe.

C. Develop and implement pathways to trades opportunities, higher education and/or other career pathways that align with the City's business growth sectors.

D. Promote and market services through website, social media, traditional media, in-person outreach and presentations.

E. Collect data on participants to analyze outcomes of the project/program.

F. Provide quarterly metrics and annual reports on performance measures.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed, such compensation not to exceed ($909,479), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($909,479). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in**

excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $159,825, including New Mexico gross receipts tax in (FY22).

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $243,338, including New Mexico gross receipts tax in (FY23).

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $249,820, including New Mexico gross receipts tax in (FY24).

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $256,496, including New Mexico gross receipts tax in (FY25).

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, the contract term for a this professional services contract, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not

to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

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

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

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

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date;

time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Janice Krish, Economic Development Specialist
Economic Development Department
500 Market Station
Santa Fe, New Mexico 87501
jakrish@santafenm.gov

To the Contractor:
YouthWorks
1000 Cordova Place#415
Santa Fe, NM 87505
meylynn@santafeyouthworks.org

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 6, 2021 08:14 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
Office of Economic Development

ECD/2122800.510340

AH
AH

CONTRACTOR:
YOUTHWORKS

Meylynn Schuyler
NAME

Executive Director
TITLE

DATE: December 15, 2021

CRS#02-471161-00-6
Registration # 222597

DATE: September 23, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Janice Krish, Procurement Manager
Economic Development Department

SUBJECT: Evaluation Committee Report, Workforce Development RFP # 22/07/P

In accordance with the Request for Proposals for Workforce Development issued July 1, 2021, five (5) responses were submitted from the following Offerors:

- Fab Lab Hub
- Innovate + Educate
- PARIN
- Tech Talent South
- Youthworks

Fab Lab Hub was non-responsive. They did not submit the required documents, including the Letter of Transmittal form and Campaign Contribution Disclosure form. The proposals were evaluated by the committee on August 19, 2021.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

1. Julie Sanchez, Community Services Department
2. Robert Lambert, Arts & Culture Department
3. Anna Cale, Community Services Department

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- Aug. 10, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- Aug. 19, 2021: Evaluation Committee met for discussion and scoring of Offeror proposals.
- Sept. 2, 2021: Costs were evaluated.

Section IV.B, Technical Specifications

Technical Specifications in this template are broken out into Organizational Experience, Organizational References, and Oral Presentations.

Section IV.B.1, Organizational Experience (30 Total Points)

	Innovate + Educate	**PARIN**	**Tech Talent South**	**Youthworks**
Offeror Points	**18.3**	**18.3**	**26.6**	**29**

Specifications:

a. Provide a brief description of relevant experience with city or state government and private sector. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of workforce development programming. All workforce development programming provided to private sector will also be considered;

b. Provide a detailed bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as your project manager and any associate staff that will be involved in compiling, sorting, analyzing, and production of statistical information needed to complete the workload analysis. Offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.

c. Describe at least two project successes and failures of quantitative workload assessment/staffing studies completed. Include how each experience improved the Offeror's services.

Evaluation Factors:

Organizational Experience Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Innovate + Educate

The Evaluation Committee awarded Innovate + Educate 18.3 points based on the Offeror's response.

Comments: Innovate + Educate described their governmental experience and staff, but did not provide statistics of success. They do have a very professional team, however, Organizational Experience was lacking. There was not much data or outcomes for their program. This section was broad and lacking specifics of goals for the number of participants, actual processes or pathways to success. Simply naming members of the advisory committee (and their organizations) does not prove project history or success with "affiliated" organizations. The proposal needed more specific references to actual networks and existing, proven relationships.

PARIN

The Evaluation Committee awarded PARIN 18.3 points based on the Offeror's response.

Comments: PARIN's experience seems to be software driven. They have worked with many municipalities, but the description of their experience, expertise and knowledge does not align with the criteria in the proposal. The software may be effective, but would be complementary to a larger direct service project. There is too much on soft skills and not enough hard skills to anchor the proposal.

Tech Talent South

The Evaluation Committee awarded Tech Talent South 26.6 points based on the Offeror's response.

Comments: Tech Talent South has proven contracts and listed projects with municipalities. The marketing is specific and targeted and they do not serve a broad population. Tech Talent South targets intentional populations and has strong partnerships with national organizations. Programming is a good blend of assessments and direct services, using different models, however, it has a low cohort (only 25 get to participate). Monitoring and managing was addressed. The municipalities they served are much larger in population than Santa Fe.

Youthworks

The Evaluation Committee awarded Youthworks 29 points based on the Offeror's response.

Comments: Youthworks has 13 years of proven workforce development experience within the City and in a range of fields and specialties. They are proven and trusted partners with the City of Santa Fe as well as the state and county. They meet a variety of needs. They were honest with their project successes/failures. Their data collection methods were well thought out, relevant to the project, and applicable to the short, medium and long terms. They provide a nice combination of hard and soft skills and this focus on both will drive success. They provided detail on a well-rounded stable team with diverse expertise that can make the project successful. The provided detail on many local partners, but did not mention any City partnerships. They mentioned providing meals for youth and indigent families during COVID and have exceptional experience serving the community.

Section IV.B.2, MANDATORY SPECIFICATIONS (30 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**16.6**	**11.6**	**26.6**	**30**

Specifications:

A. Describe your program or project. Please include a narrative of the process including a timeline and key milestones.

Describe your goal/objective for improving Santa Fe's workforce. • What problems will your project/program solve in our workforce? What gap are you filling? • What areas/populations do you intend to target: Disconnected Youth, High School/ Middle School Students , Low income workers/families, Veterans, Single parents, Unemployed workers affected by economic recession, Median income

workers/families, Immigrant Population, Industry specific (specify), In College/Recent College Graduates, Other: (specify)

How will you improve or leverage existing programs and community partners? • How will you avoid duplication of existing programs and resources? • How will your project evolve with the needs of the labor force and address the effects of the pandemic recession?

B. Marketing and Outreach • What is your communications and outreach plan? • What audience do you need to reach and how will you achieve that?

C. Measurement and Key Indicators • What are your impact data measures and when will they be reported? • How will we know if your project/program is succeeding? • How does your impact data collection inform program improvement, creation, integration, and collaboration? • How are you identifying needs and trends? • Describe your organization's software applications, capabilities and approach in tracking and measuring performance metrics.

D. Budget • Provide a detailed breakdown of how the proposed funds will be used and if there will be any subcontractors. (Do not include any costs or what you will charge the City.) • What other sources of funding, including private sector matching funds and any other sources of leverage will be used to support your program or project? • How many years do you anticipate requesting city funds? Will you phase out the need for city funds?

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge in all the mandatory requirements.

Innovate + Educate

The Evaluation Committee awarded Innovate + Educate 16.6 points based on the Offeror's response.

Comments: Innovate + Educate was not specific on population areas. They seem to provide more general service instead of serving specific populations. Their outreach is also vague and there were not Memorandums of Understanding in place. They focused on quantity versus quality. They have had success in their internship program with the graduation of 50 interns since 2019.

Marketing and recruiting for the program was not focused on identifying or targeting the specific population they identified. Recruitment intended to reach a broad sector, necessitating the question, "How focused can the actual project application be when the sample is so broad? Past projects felt wedged into application and not applicable to the workforce development intent of the RFP. A history of data collection and reporting is not equivalent to the ability to implement workforce development solutions.

Overall, there was a lack of evidence of program, low amounts of data and too broad.

PARIN

The Evaluation Committee awarded PARIN 11.6 points based on the Offeror's response.

Comments: PARIN may have good service, but were not specific on how they will provide this to the community. They said they would serve everyone.

Although, technically a valid proposal, the subscription to a software program does not meet criteria for this RFP. On numerous occasions in the application, the applicant simply responded with a "does not apply" to questions that were intended to quantify measurements of potential success and "fit".

This is a software company for soft skills and would be a great complement to another direct service project. Committee was unsure about their focus and target audience was not addressed. What about Spanish speakers or those without internet access?

Tech Talent South

The Evaluation Committee awarded Tech Talent South 26.6 points based on the Offeror's response.

Comments: They are targeting intentional populations, and have strong partnerships with national organizations. Their Program is a good blend of assessments and direct services that includes monitoring, managing, and using different models, however, the low cohort is concerning and there is not a pipeline to get people into jobs or careers.

A very focused and specific proposal that isolates as many variables as possible to ensure success of the participants. Through much targeted recruitment and controlled training in coding, this proposal serves to prepare a workforce for digital jobs (a growing, stable industry). Great proven statistics detail impressive success rates and reinforce their ability to reach underserved, but qualified participants who are more likely to be successful in the program. Ideal sample size of cohort (25) seems small, but that number was reached through trial/error and hard analysis of program effectiveness. The committee was concerned about the return on investment for such a small sample, but the high hiring rate compensates for that. Tech Talent South appears to be have many networks with job pipelines that embrace remote work (a growing market) and will allow young residents to stay in Santa Fe and still compete for high paying tech jobs. Success is measured by enrollment, performance and placement equally.

Youthworks

The Evaluation Committee awarded Youthworks 30 points based on the Offeror's response.

Comments: Youthworks responded excellent to all mandatory requirements. They provided a wide variety of tracts participants can go down. They tied in their mission to serve marginalized populations. They have a good blend of direct service, soft skills, and case management. Their measurements are well thought out and fits the scope of the project. Youthworks has been providing workforce development for 20 years. Their focus on at-risk youth and their ability to target, engage and serve that community is proven again and historical experience working with 'opportunity' youth population.

Section IV.B.3, Desirable Specifications (15 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**8.6**	**6.3**	**10**	**14.3**

Specifications:

Demonstrate how your job training/workforce program will align with regional and state workforce programs, goals and objectives such as: Santa Fe Community College, Northern Area and Central Workforce Development Board, NM Workforce Solutions d. NM Workforce Connections, Other (specify)

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge of regional and state programs. Points will also be awarded for programs that create or align with work-based learning programs.

Innovate + Educate

The Evaluation Committee awarded Innovate + Educate 8.6 points based on the Offeror's response.

Comments: Innovate + Educate did not provide assurance that they knew existing goals and objectives. They specified partners, but failed to provide details on what that relationship would look like. They seemed to be familiar with leaders in the field, but did not provide any details on their experience to back up the partnerships. They partner with workforce agencies, but the relationships were not described in detail.

PARIN

The Evaluation Committee awarded PARIN 6.3 points based on the Offeror's response.

Comments: The merits for the software were effectively presented, however those merits do not resonate with the needs and intents of RFP. A wholly digitized software approach to the City's need for workforce development does not address entire populations without computer access and restricts "connection" to the process for non-traditional learners who respond to verbal or other alternative means of learning. The software seems more appropriate for a very specific population who are identifying their individual skill sets and continued career focus. PARIN's response lacked measurable, skills training.

Tech Talent South

The Evaluation Committee awarded Tech Talent South 10 points based on the Offeror's response.

Comments: Shared values with City of Santa Fe Eonomic Departmnet but did not outline how project would work with New Mexico agencies. Great data, which supported the outcomes. Cohort was small but had a record of accomplishment of success. Great blend of indirect and direct services and broadening the economy.

Youthworks

The Evaluation Committee awarded Youthworks 14.3 points based on the Offeror's response.

Comments: Youthworks is familiar with all other goals in the community. They did a great job stating how they align with goals and objectives of Santa Fe Community College and state agencies. They did mention they meet federal performance measures and have a proven history of pivoting and innovating to respond to market needs. They are receiving federal Department of Labor funding to support their work, which indicates there is a good track record with the Federal government Could have been clearer on apprenticeship and internship opportunities with larger entities such as Workforce Solutions and Department of Labor.

Section IV. C, Business Specifications

Section IV.C.1, Financial Stability (Pass/Fail)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**Pass**	**Pass**	**Pass**	**Pass**

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding year, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

Evaluation Factors:

Pass/Fail only. No points assigned.

All responsive Offerors passed this category.

Section IV.C.2, Letter of Transmittal (Pass/Fail)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**Pass**	**Pass**	**Pass**	**Pass**

Specifications:

1. The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

All responsive Offerors passed this category.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**Pass**	**Pass**	**Pass**	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

All responsive Offerors passed this category.

Section IV.C.4, Oral Presentation (5 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**5**	**5**	**5**	**5**

Oral Presentation

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. It is an opportunity to demonstrate a cohesive team with the capability to express a unified vision and answer questions from the evaluation committee.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

Comments: The Evaluation Committee elected to not have oral presentations; therefore, all Offerors received the total points assigned for this category.

Section IV.C.5, Costs (5 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**5**	**1.6**	**2.5**	**.66**

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Is fee reasonable for scope and schedule? Complete budget and an accompanying narrative that outlines the expenses that will be needed to operate the workforce development program. Define the amount of matching dollars and in-kind services in the budget; how they will be used 1. Description of funding requested 2. Number of years of funding request 3. Outline how you will phase out City funding for your program 4. Delineate funds from other

sources 5. Specify if you will be maximizing or applying for federal, state or other funding sources.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offeror's Cost

---------- X Available Award Points

Each Offeror's Cost

Cost Proposal Evaluation: Innovate + Educate

The Evaluation Committee awarded **Innovate + Educate available 5 points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = 1 X 5 = 5

$130,000

Cost Proposal Evaluation: PARIN

The Evaluation Committee awarded **PARIN 1.6 available points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = .31X 5 = 1.6

$417,500

Cost Proposal Evaluation: Tech Talent South

The Evaluation Committee awarded **Tech Talent South 2.5 available points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = .5X 5 = 2.5

$ 261,250

Cost Proposal Evaluation: Youthworks

The Evaluation Committee awarded **Youthworks .66 available points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = .131 X 5 = .66

$ 986,699

Section IV.C.6, NM Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
NM Business Preference	0	0	0	2.55
NM Subcontractors Preference	0	0	0	0

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below. A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors. Page 25 of 59 B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors. The maximum available local preference shall be 6%.

Innovate + Educate

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Offeror is using not using NM subcontractors. Offeror was awarded zero (0) Points.

PARIN

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Offeror is not using NM subcontractors. Offeror was awarded zero (0) Points.

Tech Talent South

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Offeror is not using NM subcontractors. Offeror was awarded zero (0) Points.

Youthworks

Offeror did submit NM Preference Certificate. Offeror was awarded 2.55 points.

Offeror is using NM subcontractors. Offeror was awarded zero (0) Points.

Workforce Development
RFP # 22/07/P **Evaluation Summary**

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Section IV.B 1. Technical Specifications Organizational Experience (30 Points)	**18.3**	**18.3**	**26.6**	**29**
Section IV.B 2. Technical Specifications Mandatory Specifications (30 Points)	**16.6**	**11.6**	**26.6**	**30**
Section IV.B 3. Technical Specifications Desirable Specifications (15 Points)	**8.6**	**6.3**	**10**	**14.3**
Section IV.C 1. Business Specifications Financial Stability (Pass/Fail)	**Pass**	**Pass**	**Pass**	**Pass**
Section IV.C 2. Business Specifications Letter of Transmittal ((Pass/Fail))	**Pass**	**Pass**	**Pass**	**Pass**
Section IV.C 3. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	**Pass**	**Pass**	**Pass**	**Pass**
Section IV.C 4. Business Specifications Oral Presentations (5 Points)	**5**	**5**	**5**	**5**
Section IV.C 5. Business Specifications Cost (5 Points)	**5**	**1.6**	**2.5**	**.66**
Section IV.C 6. New Mexico Resident Business Preference 3%	**0**	**0**	**0**	**2.55**
Section IV.C 6. New Mexico Resident Using Subcontractors Preference 6%	**0**	**0**	**0**	**0**
TOTAL POINTS AWARDED	**53.5**	**42.8**	**70.7**	**81.51**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contracts to perform the scope of work as outlined in the Workforce Development RFP #22/07/P to: **Youthworks**

Committee Signature Approval

Julie Sanchez (Sep 28, 2021 09:30 MDT)

Julie Sanchez — Date
Evaluation Committee Member

Robert Lambert
Robert Lambert (Sep 28, 2021 14:51 MDT)

Robert Lambert — Date
Evaluation Committee Member

Anna Cale Pendas
Anna Cale Pendas (Sep 28, 2021 09:29 MDT)

Anna Cale — Date
Evaluation Committee Member

9/23/21

Janice Krish — Date
Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway

9/30/2021

Fran Dunaway — Date
Chief Procurement Officer
City of Santa Fe

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201099**

Contractor: **YouthWorks**

Description: **YouthWorks helps to fulfill the City's economic development mission to procure innovative workforce strategies and operations that address local economic recovery and resiliency and non secondary education work options for a youth**

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

Term Start Date: **February 1, 2022** Term End Date: **June 30, 2025**

[☐] Approved by Council Date: _____

Contract / Lease: **This is a 3.5 year contract for innovative workforce development**

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)

Youthworks has been a jobs training and workforce development contractor since, we believe 2016. They provide industry-focused job training (and soft skills work) for local youth. We have seen incredible growth in the jobs training program as they provide a pipeline of culinary students to address our need in the hospitality/tourism industry (#2 industry in Santa Fe).

3. **Procurement History:** **Awarded a job training and workforce contract in 2016**

Fran Delaney (Jan 12, 2022 15:55 MST) Jan 12, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: awarded from RFP 22/07/P 3.5 years 1/2022-6/30/2025

4. **Funding Source:** **2122800** **Org / Object:** **510340**

Andy Hopkins (Jan 6, 2022 15:37 MST) Jan 6, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Janice Krish** Phone # **505. 955-f6915**

Email: **jakrish@santafenn.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

The City of Santa Fe
AND
Economic Development Department

REQUEST FOR PROPOSALS (RFP)

Workforce Development

RFP# 22/07/P

RFP Release Date: July 1, 2021

Proposal Due Date: July 30, 2021

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of innovative workforce strategies and operations that address local economic development needs.

B. BACKGROUND INFORMATION

The City of Santa Fe's Economic Development Plan (the Angelou Plan), was adopted in 2004. The Angelou Plan organized the community's understanding of economic development and set the key goal of diversifying Santa Fe's economy so that Santa Fe is not dependent upon its traditional employment bases of government and tourism.

In 2008, the 'Strategy for Implementation' was adopted by the City Council. The economic development strategy focused and refined the Angelou plan to five target industries: technology, media, green, arts and culture and knowledge based. Additionally, it focused on three growth areas: business development, workforce development and site and infrastructure.

The City of Santa Fe's Economic Development Division (EDD) works to implement this strategy and build a diverse economy with a multitude of employment opportunities and high wage job options. Our goal is to make sure that Santa Fe's economy attracts and retains a talented workforce. To achieve this goal the EDD aims to work with targeted workforce development community partners.

C. SCOPE OF PROCUREMENT

The City of Santa Fe's Office of Economic Development goal is to support, train, and cultivate a skilled, and creative workforce in Santa Fe to help evolve and strengthen Santa Fe's economy. We strive to design a workforce platform that will nurture innovative ideas and eventually evolve into a standalone community of providers who are using a variety of funding sources to create workforce development solutions that align with our industry cluster growth. It is the City's expectation that this investment in job training and workforce development will be made self-sufficient through private sector contributions and that the City of Santa Fe's funding commitment will phase out over time.

To promote a diversity of programmatic ideas, we look to award funding to multiple proposers. As such, this procurement may likely result in contractual agreements between multiple sets of two parties; the procurement agreements may ONLY be used exclusively by those sets of two parties.

D. PROCUREMENT MANAGER

Economic Development Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Janice Krish, Procurement Manager
Telephone: (505) 955-6915
Email: jakrish@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Central Purchasing Office**" means the office responsible for the control of procurement of items of tangible personable property, services or construction.

5. "**Chief Procurement Officer**" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.

6. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

7. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

8. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

10. "**Contractor**" means any business having a contract with the City of Santa Fe.

11. "**Department**" means the Requesting Department sponsoring this Procurement.

12. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

13. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

14. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

15. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

16. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

17. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

18. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

19. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

20. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

21. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

22. "**Multiple Source Award**" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

23. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

24. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s)s .

25. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

26. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

27. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

28. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

29. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

30. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

31. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

32. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

33. "**State (the State)**" means the State of New Mexico.

34. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

35. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

36. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.santafenm.gov/bids_rfps

Other relevant links:

- **City of Santa Fe, Office of Economic Development**
  https://www.santafenm.gov/office_of_economic_development_research
- **New Mexico Department of Workforce Solutions:** https://www.dws.state.nm.us/en-us/
  Northern Area Local Workforce Development Board: https://northernboard.org/
- **Santa Fe County Workforce Program:** http://www.protecsantafe.com/
- **New Mexico Workforce Connection/SER-Jobs for Progress** ; Provider for the NALWDB:
  https://www.jobs.state.nm.us/vosnet/Default.aspx
- **Santa Fe Community College**: https://www.sfcc.edu/economic-workforce-development/

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	July 1, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	July 13, 2021
3. Pre-Proposal Conference	Requesting Department	July 13, 2021
4. Deadline to submit Written Questions	Potential Offerors	July 16, 2021
5. Response to Written Questions	Procurement Manager	July 19, 2021
6. Submission of Proposal	***Potential Offerors***	***July 30, 2021***
7.* Proposal Evaluation	Evaluation Committee	July 30, 2021
8.* Selection of Finalists	Evaluation Committee	August 6, 2021
9. * Oral Presentation(s)	Finalist Offerors	August 9 - 10, 2021
10.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	August 11 – September 3, 2021
12.* Contract Awards	Requesting Department/ Finalist Offerors	September 10, 2021
13.* Protest Deadline	Central Purchasing Office	+15 days from Award

**Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.*

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City's Office of Economic Development on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing@santafenm.gov , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 11:00 AM MST/MDT July 13, 2021 – https://santafenm-gov.zoom.us/j/98685759331?pwd=Tm56U1kzZU5tK0pySHk1WXhRcFhKdz09.

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to: https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON July 30, 2021 **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation/Interview, if any, will be determined at this time. Finalists will be comprised of Offerors with the highest cumulative scores (excluding Oral Presentation points) in the evaluation sheet in section "Evaluation" Section "V" of this document.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

10. Oral Presentations/ Interview

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation or interview over a zoom call to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations/interviews are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc). The Department will provide Finalist Offerors with applicable details. Whether or not

Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix H. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX H) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of The City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

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

31. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

1. Local Preference Qualification

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

2. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

The Local Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. *NUMBER OF COPIES 6*

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      - One (1) ELECTRONIC version of the requisite proposals as **unredacted** (def. Section I.F.35) versions for evaluation purposes; and
      - One (1) **redacted** (def. Section I.F.26) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

b) **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6. Make sure to include the RFP number, Title and Due Date in the subject line of the email response.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

B. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

A. Signed Letter of Transmittal
B. Signed Campaign Contribution Form
C. Table of Contents
D. Proposal Summary
E. Response to Contract Terms and Conditions (from Section II.C.15)
F. Offeror's Additional Terms and Conditions (from Section II.C.16)
G. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
    1. Organizational Experience
    2. Organizational References
    3. Mandatory Specifications
    4. Desirable Specficiations
    5. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)
    6. Local Preferences (if applicable)
H. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX C)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Contractor shall provide programs and services that support and train a skilled, dynamic workforce in Santa Fe, which will strengthen and grow Santa Fe's economy. The programs and services will:

A. Support job training, workforce and talent development in Santa Fe through mentorships, apprenticeships, internships and soft skill workshops.

B. Increase the number of qualified workers in Santa Fe.

C. Develop and implement pathways to trades opportunities, higher education and/or other career pathways that align with the City's business growth sectors.

D. Promote and market services through website, social media, traditional media, in-person outreach and presentations.

E. Collect data on participants to analyze outcomes of the project/program.

F. Provide quarterly metrics and annual reports on performance measures.

B. TECHNICAL SPECIFICATIONS

Please provide detailed information for each of the following:

1. Organizational Experience

Offeror **must**:

a. Provide a brief description of relevant experience with city or state government and private sector. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of workforce development programming. All workforce development programming provided to private sector will also be considered;

b. Provide a detailed bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as your project manager and any associate staff that will be involved in compiling, sorting, analyzing, and production of statistical information needed to complete the workload analysis. Offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.

c. Describe at least two project successes and failures of quantitative workload assessment/staffing studies completed. Include how each experience improved the Offeror's services.

2. Mandatory Specifications

A. Describe your program or project. Please include a narrative of the process including a timeline and key milestones.

- Describe your goal/objective for improving Santa Fe's workforce.
- What problems will your project/program solve in our workforce? What gap are you filling?
- What areas/populations do you intend to target:
    - Disconnected Youth
    - High School/ Middle School Students
    - Low income workers/families
    - Veterans
    - Single parents
    - Unemployed workers affected by economic recession
    - Median income workers/families
    - Immigrant Population
    - Industry specific (specify)
    - In College/Recent College Graduates
    - Other: (specify)

- How will you improve or leverage existing programs and community partners?
- How will you avoid duplication of existing programs and resources?
- How will your project evolve with the needs of the labor force and address the effects of the pandemic recession?

B. Marketing and Outreach

- What is your communications and outreach plan?
- What audience do you need to reach and how will you achieve that?

C. Measurement and Key Indicators

- What are your impact data measures and when will they be reported?
- How will we know if your project/program is succeeding?
- How does your impact data collection inform program improvement, creation, integration, and collaboration?
- How are you identifying needs and trends?
- Describe your organization's software applications, capabilities and approach in tracking and measuring performance metrics.

D. Budget

- Provide a detailed breakdown of how the proposed funds will be used and if there will be any subcontractors. (Do not include any costs or what you will charge the City.)
- What other sources of funding, including private sector matching funds and any other sources of leverage will be used to support your program or project?
- How many years do you anticipate requesting city funds? Will you phase out the need for city funds?

3. Desirable Specifications

- Demonstrate how your job training/workforce program will align with regional and state workforce programs, goals and objectives such as:

    a. Santa Fe Community College
    b. Northern Area and Central Workforce Development Board
    c. NM Workforce Solutions
    d. NM Workforce Connections
    e. Other (specify)

- Demonstrate how your job training/workforce program will align with or can create internships, apprenticeships and/or mentorships opportunities.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding year, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Oral Presentation/Interview

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. It is an opportunity to demonstrate a cohesive team with the capability to express a unified vision and answer questions from the evaluation committee.

5. Proposed Fees/Cost/Budget

Offerors must complete the Cost Response Form in APPENDIX C. Is fee reasonable for scope and schedule? Complete budget and an accompanying narrative that outlines the expenses that will be needed to operate the workforce development program. Define the amount of matching dollars and in-kind services in the budget; how they will be used

1. Description of funding requested
2. Number of years of funding request
3. Outline how you will phase out City funding for your program
4. Delineate funds from other sources
5. Specify if you will be maximizing or applying for federal, state or other funding sources.

6. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors *(Correspond to section IV.B and IV C)*	**Points Available**
B. Technical Specifications	
B. 1. Organizational Experience	30
B.2. Mandatory Specifications	30
B.3. Desirable Specifications	15
C. Business Specifications	15
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Oral Presentations	5
C.5. Cost	5
TOTAL POINTS AVAILABLE	**100**
C.6. City of Santa Fe Local Preference per Section IV C. 2	**3**
C.6. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	**6**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS (See Table 1)

1. B.1 Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge in all the mandatory requirements.

3. **B.3 Desirable Specifications**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge of regional and state programs. Points will also be awarded for programs that create or align with work-based learning programs.

4. **C.1 Financial Stability**

Pass/Fail only. No points assigned.

5. **C.2 Letter of Transmittal**

Pass/Fail only. No points assigned.

6. **C.3 Campaign Contribution Disclosure Form**

Pass/Fail only. No points assigned.

7. **C.4 Oral Presentation**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

8. **C.5 Cost**

The budget totals for all four years will be added to calculate the Cost score. The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

9. **C.6. Local Preferences**

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL
WORKFORCE DEVELOPMENT
RFP #22/07/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 5:00 pm MST/MDT on July 13, 2021. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX H.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
E-mail: Purchasing@santafenm.gov
Subject Line: Workforce Development – RFP #22/07/P

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Roman Abeyta
Councilor Christopher Rivera
Councilor Joanne Vigil Coppler
Councilor Jaime Cassutt-Sanchez

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

COST RESPONSE FORM

COST RESPONSE FORM

Budget Narrative: Please provide a detailed explanation for each budget line item to justify the cost. Examples of explanations include job titles, wage rate, hours worked/charged, types of benefits and rates, estimated mileage/visits to locations, office and other supplies, and agency program operation or program costs.

Please include an estimated cost breakdown.

Job Titles/Program	**Type**	**Hours Worked/Charged**	**Wage Rate/Costs**

All yearly amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (09/01/2021 thru 06/30/2022) Price:$_____

Option Year 2: (07/01/2022 thru 06/30/2023) Price:$_____

Option Year 3: (07/01/2023 thru 06/01/2024) Price:$_____

Option Year 4: (07/01/2024 thru 06/30/2025) Price:$_____

APPENDIX D

LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 22/07/P

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)
_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____ _____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

APPENDIX E

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.
And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX F

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Workforce Organization each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Workforce Organization and known key personnel needs to describe the conflict.

The Workforce Organization agrees that, if after award, an organizational conflict of interest is discovered, the Workforce Organization makes an immediate and full written disclosure to the City that includes a description of the action that the Workforce Organization has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Workforce Organization was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded City of Santa Fe Workforce Development Program For the duration of this firm's involvement in the City of Santa Fe Workforce Development Program contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the City of Santa Fe Workforce Development Program contract.

I certify that this firm will keep all City of Santa Fe Workforce Development Program contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized

and necessary to the City of Santa Fe Workforce Development Program contract. I understand that if this firm leaves this City of Santa Fe Workforce Development Program contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the City of Santa Fe Workforce Development Program contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the City of Santa Fe Workforce Development Program contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

_____

Authorized Representative/Title:

_____

Phone Number:

_____

Fax Number:

_____

E-mail Address:

_____

Signature:

_____

Date:

_____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX G

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.32 PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medic-aid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

APPENDIX H

DRAFT CONTRACT

The Agreement included in this Appendix H represents the contract the City intends to use to make awards. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

Item#_____
Munis Contract# _____

CITY OF SANTA FE

Workforce Development

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSALS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide programs and services that support and train a skilled, dynamic workforce in Santa Fe, which will strengthen and grow Santa Fe's economy. The programs and services will:

A. Support job training, workforce and talent development in Santa Fe through mentorships, apprenticeships, internships and soft skill workshops.

B. Increase the number of qualified workers in Santa Fe.

C. Develop and implement pathways to trades opportunities, higher education and/or other career pathways that align with the City's business growth sectors.

D. Promote and market services through website, social media, traditional media, in-person outreach and presentations.

E. Collect data on participants to analyze outcomes of the project/program.

F. Provide quarterly metrics and annual reports on performance measures.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of_____dollars ($_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the**

amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

A. The total amount payable to the Contractor under this Agreement, excluding/including gross receipts tax and expenses, shall not exceed (AMOUNT) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of_____dollars ($_____) in (FY21) through (FY22) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of_____dollars ($_____) in (FY22) through (FY23) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, the contract term for a this professional services contract, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not

to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

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

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

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

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date;

time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Janice Krish, Economic Development Specialist
Economic Development Department
500 Market Station
Santa Fe, New Mexico 87501
jakrish@santafenm.gov

To the Contractor: [insert name, address and email].

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____
Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (May 20, 2021 14:02 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org#.

YOUTINC-03 BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2021

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
518 8th Street
Las Vegas, NM 87701

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of America	12572
INSURER B : New Mexico SW Casualty Co	
INSURER C : Selective	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Youthworks, Inc.
1000 Cordova Place #415
Santa Fe, NM 87505

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		S 2305636	7/2/2021	7/2/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			S 2305636	7/2/2021	7/2/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			S 2305636	7/2/2021	7/2/2022	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH)	N / A		0101668	8/1/2020	8/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Commercial Property			S 2305636	7/2/2021	7/2/2022		
C	Professional Liab.			S 2305636	7/2/2021	7/2/2022		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects: YouthWorks Summer Meals Program 6/1/2021 - 8/15/2021

CERTIFICATE HOLDER

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

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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ADDITIONAL INSURED — AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

ABUSE OR MOLESTATION
AM 00 37 05 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION LIABILITY COVERAGE PART

Section II — Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your Abuse or Molestation Liability policy, but only with respect to liability the insured is legally obligated to pay as "damages" because of "abuse" or "molestation" resulting in "injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) designated in the Schedule.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the occurrence.

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract • Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	Page 5
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following**:**

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

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, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

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 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.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II - WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **1.,** above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), 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 of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

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(1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(2) The construction, erection or removal of elevators; or

(3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.** through **4.,** this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

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3. An “executive officer” or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for “bodily injury” or “property damage” arising out of your ongoing operations or “your work” done under a written contract or written agreement and included in the “products-completed operations hazard”, if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;

2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an “insured contract”.

The section above only applies to that person or organization identified above, and only if the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or “suit” give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** “Personal and advertising injury”:

“Personal and advertising injury” also means “discrimination” that results in injury to the feelings or reputation of a natural person, however only if such “discrimination” or humiliation is:

1. Not done by or at the direction of:

a. The insured; or

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b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V - DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - 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, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "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; or

b. 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 purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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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: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 02-471161-00-6

Owner: MELYNN SCHUYLER

License Number: 222597

License Type: Business License - Renewable

Issued Date: October 01, 2021

Classification: Business Registration - Standard

Expiration Date: October 01, 2022

Fees Paid: $35.00

YOUTH WORKS
1504 CERRILLOS RD
SANTA FE , NM 87505

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 New Mexico
Memorandum

Date: January 20, 2022

To: Quality of Life Committee, Finance Committee, and Governing Body

Via: Geronimo Griego, Fire Marshal GGG

From: Brian Moya, Fire Chief BJM
Nathan Miller, Wildland Superintendent NFM

RE: Fire Restrictions

ITEM AND ISSUE:

The proposed Resolution requests the Governing Body adopt certain fire restrictions throughout the City of Santa Fe based on data supplied by the U.S. Forest Service and published by the National Weather Service.

BACKGROUND AND SUMMARY:

NMSA 1978, Section 60-2C-8.1 authorizes the governing body of a municipality to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist. As of January 1st, all of Santa Fe County was in exceptional drought, the highest classified level. State statute also precludes a governing body from adopting fire restrictions 20 days prior to a holiday for which fireworks may be sold – the Fourth of July. Each Resolution has a maximum effective time period of thirty days, requiring the adoption of subsequent Resolutions if drought conditions persist.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

Signature: Geronimo Griego
Geronimo Griego (Jan 20, 2022 15:12 MST)

Email: gggriego@santafenm.gov

Signature: Brian J Moya
Brian J Moya (Jan 20, 2022 15:58 MST)

Email: bjmoya@santafenm.gov

Signature:
Nathan Miller (Jan 20, 2022 15:59 MST)

Email: nfmiller@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 25/01/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera, Councilwoman Villarreal, Councilor Chavez, and Councilor Cassutt)
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. (Geronimo Griego, Fire Marshal: gggriego@santafenm.gov, 955-3317)

Committee Review:
Introduced: 01/12/2022
Public Works and Utilities: 1/24/22
Governing Body: 01/26/2022

Item Type - resolution

Item Owner - Geronimo Griego

Item Sponsor - Chris Rivera

Item Tracking Number - 22-13380

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Amanda Chavez

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

VOTE SUMMARY



Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Amanda Chavez Councilor Carol Romero-Wirth

Councilor Renee Villarreal Councilor Jamie Cassutt

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

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 COVID-19 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; and

WHEREAS, the recent Marshall fire northwest of Denver burned 6,000 acres, 1,000 homes, and resulted in several deaths; and

WHEREAS, the environmental conditions that led to the Marshall fire and its rapid spread are increasingly common throughout the Southwest, including in Santa Fe; and

WHEREAS, the City seeks to ensure the risks of such a catastrophic fire are reduced as much as possible.

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 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

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® , Section 307.1.1, 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.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN MCSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Fire Restrictions 22-1

FIR No. 10374

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Fire Restrictions**

Sponsor(s): **Councilor Rivera, Councilor Carol Romero-Wirth**

Reviewing Department(s): Fire Department

Staff Completing FIR: **Wildland Superintendent- Nathan Miller** Date: **1/19/21** Phone: [enter #]

Reviewed by City Attorney: _____ Date: Jan 24, 2022

Reviewed by Finance Director: _____ Date: Jan 24, 2022

Summary:
The proposed Resolution establishes restrictions for the sale and use of fireworks within City limits due to severe to exceptional drought.

Departments Affected:
Fire Department; Police Department

Consequences of Not Enacting Legislation:
The City will not have the authority to restrict the use of fireworks in the City limits that pose a risk of starting a fire due to severe to exceptional drought.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Resolution is consistent with NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Chapter 12, Fire Protection and Prevention.

Performance and Administrative Implications:
If the Resolution is not adopted, there will not be an enforcement mechanism forthe prohibitions adopted in the Resolution regarding the sale and use of fireworks.

Fiscal Implications:
N/A

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:

City of Santa Fe New Mexico
Memorandum

Date: January 24, 2022

To: Governing Body

Via: Erin K McSherry, City Attorney EM

From: Jesse Guillen, Legislative Liaison

RE: Locally Grown Food

ITEM AND ISSUE:

Consideration of a Resolution in support of an appropriation from the New Mexico State Legislature for the New Mexico-Grown Fresh Fruits and Vegetables for School and Senior Meals Programs that provides locally grown produce for students and seniors.

BACKGROUND AND SUMMARY:

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. The support from the New Mexico State Legislature has proven invaluable for many of the City of Santa Fe seniors and children.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 25/01/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt and Councilor Villarreal)
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. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 1/12/2022
Public Works and Utilities: 1/24/22
Governing Body: 01/26/2022

Item Type - resolution

Item Owner - Jesse Guillen

Item Sponsor - Jamie Cassutt

Item Tracking Number - 22-13381

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Amanda Chavez

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

VOTE SUMMARY



Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Renee Villarreal

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, the Governor's Office has recommended over $24 million in its FY23 Executive Budget to increase investment in New Mexico's food and agriculture in its Food, Farm and Hunger Initiative, introduced in the 2022 Legislative Session.; and

WHEREAS, a March 31, 2021, study released by Feeding America, said in 2019 that 10.6% of Santa Fe County residents experience food insecurity; and[1]

WHEREAS, the Feeding America study also shows that, in New Mexico, the projected overall very low food security rate for children in Santa Fe County in 2021 was 5.2%.

WHEREAS, food insecurity for New Mexicans overall was projected to be at 7.2% due to the ongoing pandemic; and

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 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

[1] https://feedingamericaaction.org/resources/state-by-state-resource-the-impact-of-coronavirus-on-food-insecurity/

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 supports funds to support New Mexico-grown fresh fruits and vegetables for school and senior meals programs, 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

Legislation/2022/Resolutions/Locally Grown Food

FIR No. 10375

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Locally Grown Food

Sponsor(s): Councilors Cassutt and Villarreal

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Jesse Guillen Date: 1/14/22 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Jan 24, 2022

Reviewed by Finance Director: _____ Date: Jan 24, 2022

Summary:
This Resolution supports the New Mexico State Legislature's appropriations for the New Mexico-Grown Fruits and Vegetables for School Meals Program and other related programs.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
The Governing Body would not state its support for this program that benefits over 16,000 students in Santa Fe County.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body has adopted Resolutions in the past that support this appropriation request from the New Mexico State Legislature.

Performance and Administrative Implications:
None associated with this Resolution.

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:

None Identified.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

None Identified.

Office of the Governor
MICHELLE LUJAN GRISHAM

The Food, Farm, and Hunger Initiative

BACKGROUND

New Mexico has a vibrant local food movement supported by a long tradition of small- and mid-sized agriculture. Our thriving agricultural industry generates billions of dollars in revenue every year, but 95% of products leave the state.

At the same time, hunger and food insecurity have remained persistent challenges in New Mexico for generations. It's time to change the system – and we've got a plan.

The FY23 Executive Budget recommendation includes more than $24 million – the largest investment increase in food and agriculture in the state's history – to revolutionize New Mexico's food system. This targeted investment will help expand federal nutrition programs and homegrown programs that work. This effort will benefit hundreds of thousands of New Mexicans through an intergenerational approach that will yield significant economic, health, and environmental benefits.

The Food, Farm, and Hunger Initiative supports our commitment to fostering a food system that addresses hunger while improving economic resiliency in New Mexico communities. The future of New Mexico's food system will be improved by these comprehensive investments outlined in the FY23 Executive Budget recommendation.

EXECUTIVE BUDGET PRIORITIES

<u>Increase immediate hunger relief efforts for food insecure New Mexicans</u>

- **Senior Food Boxes Program**, which provides an additional 3,025 homebound seniors and adults with disabilities in rural communities with seven meals each month. *Recommended funding: $692,000 for the Aging and Long-Term Services Department.*
- **Fruit and Vegetable Prescription Program,** which provides an additional 1,960 individuals in rural communities with weekly vouchers to buy fruits and vegetables from New Mexico producers. *Recommended funding: $500,000 for the Department of Health.*
- **Summer and Afterschool Nutrition Support**, which provides start-up and expansion grants to help address child food insecurity during the summer months and at other times when school meals are not available. A minimum of 75 grants will impact 9,975 children. *Recommended funding: $1.5 million for the Early Childhood Education and Care Department.*
- **College Food Security Initiative**, which provides grab and go healthy meals, low cost or free access to campus dining plans, campus food pantries, and/or innovations to food distribution systems to support up to 17,500 food insecure students. *Recommended funding: $1 million for the Higher Education Department.*
- **Meal Gap Funding**, which funds food bank assistance to an additional 127,000 New Mexicans across the state, including children and seniors experiencing food insecurity in high need counties. *Recommended funding: $5.9 million for the Human Services Department.*

- **Mobile Technology for WIC and Seniors Farmers' Market Nutrition Programs**, which funds the purchase of mobile technology for paperless transactions at farmers' markets, farm stands, and grocery stores. 25,000 New Mexicans currently benefit from this program. *Recommended funding: $108,400 for the Department of Health*.
- **Double Up Food Bucks**, which provides dollar-for-dollar incentives for more than 46,000 SNAP participants to purchase New Mexico-grown fruits and vegetables at grocery stores, farmers' markets, farm stands, and mobile markets. *Recommended funding: $700,000 for the New Mexico Department of Agriculture*.

Invest in local producers' ability to support New Mexico's food system

- **New Mexico Grown**, which allows an additional 68,850 New Mexicans to eat locally produced fruits and vegetables, meat, nuts, and other foods in schools, senior centers, and preschools. *Recommended funding: $400,000 for the Aging and Long-Term Services Department, $300,000 for the Early Childhood Education and Care Department, and $800,000 for the Public Education Department*.
- **Healthy Soils Program**, which promotes and supports an additional 64 land management projects that improve the health, yield, and profitability of the soils of the state. *Recommended funding: $1 million for the New Mexico Department of Agriculture*.
- **Agricultural Workforce Development**, which provides internship opportunities for young and beginning farmers, ranchers, food processors, and other agribusiness professionals. Up to 34 interns will be supported in partnership with community-based organizations. *Recommended funding: $250,000 for the New Mexico Department of Agriculture*.
- **Approved Supplier Program**, which supports an additional 219 farmers and ranchers selling to schools, senior centers, preschools, grocery stores, and distributors. Retail sales by participating producers increased ten-fold in a 2-year period because of this program. *Recommended funding: $200,000 for the New Mexico Department of Agriculture*.
- **Farm to Food Bank Program**, which connects communities in need with locally produced fruits and vegetables, meat, nuts, and other foods that would otherwise be wasted. Producers will be reimbursed for the costs involved with harvesting, processing, packaging, and transporting donated foods. *Recommended funding: one-time appropriation of $500,000 for the New Mexico Department of Agriculture*.

Build the capacity of New Mexico's supply chain

- **Healthy Food Financing Initiative**, which will fund low interest loans and grants to invest in local farmers, food hubs, and grocery stores. Up to $2 million annually will be matched from the U.S. Treasury. Program expansion will support 7 projects and more than 100 jobs. *Recommended funding: $250,000 for the Economic Development Department*.
- **Food, Farm, and Hunger Capital Outlay Request**, which invests in infrastructure improvements for New Mexico's food system. Funding priorities include cold storage, transportation, kitchen equipment for preparing and serving meals, and facility renovations. *Recommended funding: $10 million for the Aging and Long-Term Services Department*.

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 25/01/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - Request for Approval of a 2-Year Construction Contract for the Completion of 500 C (CWSRF 088)-Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB '22/21/B) in the Total Amount of $1,561,109.16; Kimo Constructors, Inc. (Zoe Isaacson, zrisaacson@santafenm.gov, 505-955-6853)

1. Request for Approval of a BAR Transferring Revenues from Stormwater/CWSRF 088 (2310411/490190) to Expenditures Stormwater/WIP Construction (2310411/572970) in the Amount of $1,561,110.

Committee Review:
Quality of Life: 01/19/2022
Public Works & Utilities: 01/24/2022
Governing Body: 01/26/2022

Item Type - contract

Item Owner - Zoe R Isaacson

Item Sponsor -

Item Tracking Number - 22-13390

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Amanda Chavez

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

VOTE SUMMARY

City of Santa Fe

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee - Regular Meeting

Meeting Start Date - 20/01/2022

Meeting Committee - Quality of Life Committee

Item Title - Request for Approval of a 2-Year Construction Contract for the Completion of 500 C (CWSRF 088)-Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB '22/21/B) in the Total Amount of $1,561,109.16; Kimo Constructors, Inc. (Zoe Isaacson, zrisaacson@santafenm.gov, 505-955-6853)

1. Request for Approval of a BAR Transferring Revenues from Stormwater/CWSRF 088 (2310411/490190) to Expenditures Stormwater/WIP Construction (2310411/572970) in the Amount of $1,561,110.

Committee Review:
Quality of Life: 01/19/2022
Public Works & Utilities: 01/24/2022
Governing Body: 01/26/2022

Item Type - contract

Item Owner - Zoe R Isaacson

Item Sponsor -

Item Tracking Number - 22-13390

Motion Type - Approve

Motion Mover -

Motion Seconder -

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

VOTE SUMMARY



Vote Absent Count - 1

Vote For Names - Jamie Cassutt, Michael Garcia, Renee Villarreal, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Chris Rivera

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

City of Santa Fe, New Mexico
Memorandum

DATE: **January 12, 2022**

TO: **Finance Committee & Governing Body**

VIA: **Regina A. Wheeler, Public Works Department Director** RW

Melissa A. McDonald, Parks Division Director MAM

FROM: **Zoe R. Isaacson, Public Works, River and Watershed Section Project Administrator** ZRI

ACTION:
Request for the approval of a 2-year construction contract for the completion of 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB '22/21/B) in the total amount of $ 1,561,109.16 (Kimo Constructors, Inc); (Zoe Isaacson, zrisaacson@santafenm.gov, 955.6853)

Request for the approval of a BAR transferring revenues from Stormwater/CWSRF O88 (2310411/490190) to expenditures Stormwater/WIP Construction (2310411/572970), in the amount of $1,561,110.00.

BACKGROUND AND SUMMARY:
On September 8th, 2021, the Governing Body approved Ordinance No. 2021-17, authorizing the City of Santa Fe to enter into a loan agreement with the New Mexico Environment Department for the purpose of obtaining Clean Water State Revolving Funds (CWSRF) up to $4, 000,000 for use on stormwater infrastructure projects. This 1% interest CWSRF loan, disbursed on a project-by-project basis, will fund projects that satisfy outstanding needs highlighted in the Stormwater Management Strategic Plan (2019) - an adopted policy to guide stormwater program development and watershed drainage planning for the City of Santa Fe.

The 500C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization project is the first project to utilize CWSRF loan funds. These repairs are critical for maintaining channel geometry and stabilizing banks that were severely damaged in 2018 during a 500-year storm event. This work is the second of two phases of repairs that were identified in a post flood condition assessment. This project will include: repairs to existing grade control structures, installation of a large boulder retaining wall to secure and reduce erosion in a high-use area, improvements to stormwater conveyances at points of entry to the river channel and revegetating of disturbed areas. By implementing these repairs, the City is investing in the health of the river corridor by preventing further degradation of the channel and thus reducing the likelihood of failures within this reach of the river corridor.

The bid opening occurred on December 28th, 2021 and Kimo Constructors, Inc was the sole bidder. The project management team is confident in this bid considering Kimo's experience constructing and managing the first phase of river repairs in 2019.

The project timeline is constrained by the release of irrigation and Living River flows expected to start April 15th . Therefore, this project may be split between two construction phases, the first occurring this spring and the second commencing at the end of the water year:

-Start date: February 7th, 2022
-Substantial completion: April 15th , 2022
-Final walkthrough: Spring 2023

TENTATIVE COMMITTEE SCHEDULE:
Finance Committee: 1/18/2022
Governing Body: 1/26/2022

PROCUREMENT METHOD:
The procurement method used was an Invitation to Bid (ITB '22/21/B)

FUNDING SOURCE:
This project will be funded through a NMED Clean Water State Revolving Fund loan with a 30-year, 1% fixed interest rate.

Project Ledger ID:
Fund Name/Number: CLEAN H20
Munis Organization Name/ Number: Stormwater/2310411
Munis Object Name/Number: WIP Construction/572970
Munis Contract Number: 3203184

RECOMMENDATION:
It is the River and Watershed Team's recommendation to approve the construction contract in the not- to-exceed amount of $1,561,109.16 for project 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall ('22/21/B).

ATTACHMENTS:
Location Map
Contract
Certificate of Insurance
ITB
Bid Tab
BAR
Summary of Contracts
Procurement Checklist

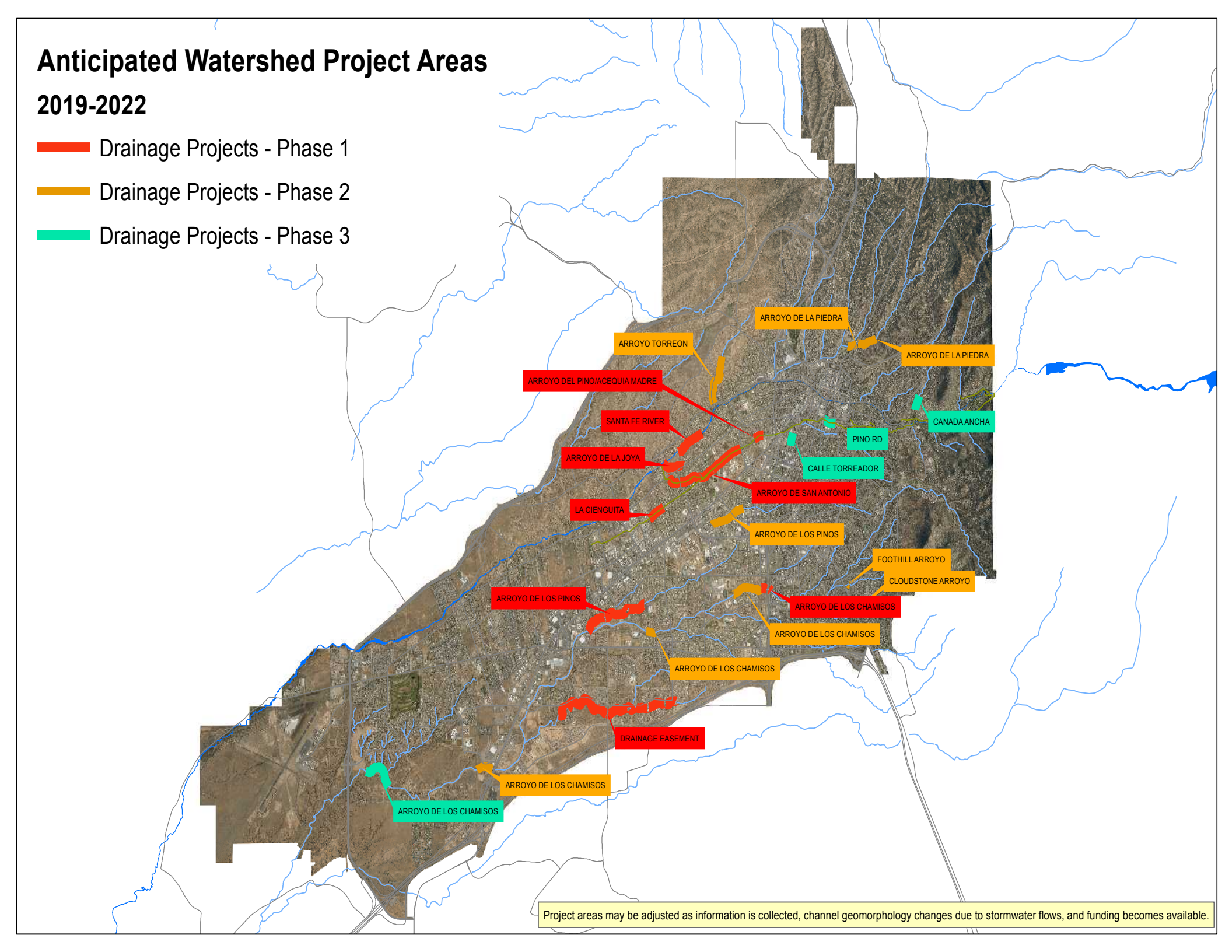
LOCATION MAP



Anticipated Watershed Project Areas

2019-2022

- Drainage Projects - Phase 1
- Drainage Projects - Phase 2
- Drainage Projects - Phase 3



Project areas may be adjusted as information is collected, channel geomorphology changes due to stormwater flows, and funding becomes available.

Item#_____
Munis Contract# 3203184

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 **Kimo Constructors, Inc.** hereinafter referred to asthe "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:

500C (CWSRF 088)- Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB '22/21/B)

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

The Contractor shall perform all the work required by the contract documents for the 500C (CWSRF 088) Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (Bid Number '22/21/B).

The work designated 500C (CWSRF 088)-Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall consists of but is not limited to: channel grading, construction of bank stabilization structures, slope protection, and rehabilitation of stormwater conveyances as described in the Contract Documents.

Contractor shall be responsible for all verification of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and Federal inspections associated with construction.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of One Million Four Hundred Forty-Two Thousand One Hundred and Twenty-Five Dollars and Fifty Cents ($1,442,125.50) per Scope of Work for the base bid and additive alternatives 5, 6a and 7, such compensation not to exceed ($1,442,125.50), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this agreement totaling ($118,983.66) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($1,561,109.16). This amount is a maximum and not a guarantee that the work assignedto 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 withoutcompensation when the total compensation amount is reached. Contractor is responsible fornotifying 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 excessof the total compensation amount without this Agreement being amended in writing prior tothose services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, andoutlining steps the Contractor may take to provide remedial action. Upon certification by the Citythat 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 **two (2) years after city signature** 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 13-1-150NMSA 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: Zoe Isaacson
City of Santa Fe, Public Works Department
P.O. Box 909
Santa Fe, New Mexico 87504-0909
zrisaacson@santafenm.gov

To the Contractor: Kimo Constructors, Inc.
3681 Highway 47
Bosque Farms, NM 87068
admin@kimonm.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 enterinto 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:

Kimo Constructors, Inc.

_____
NAME
VICE PRESIDENT
TITLE
DATE: 1/10/22
CRS# 02-348148-00-0
Registration # 26320060701

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

AJH
Storm Water/2310411.572970
Org. Name/Org#

Attachment 1

Scope of Work

A.7. BID FORM

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM: Kimo Constructors, Inc

3681 Highway 47 Bosque Farms, NM 87068
hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: **500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall**

Bid No. '22/21/B

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

    - Advertisement for Bids
    - Instructions For Bidders
    - Bid Submittal and other required bid forms as listed herein
    - Agreement
    - Contract time of 120 weather working days
    - Form of Performance Bond
    - Form of Labor and Material Payment Bond
    - Technical Specifications
    - Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

BASE BID: TOTAL FOR TRAFFIC CONTROL DEVICES, AREA 4, AREA 6 & AREA 8			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
1	Seventy Eight Thousand Twenty Nine Dollars and Seventy Five Cents	$78,029.75	$78,029.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
2	Fifteen Thousand Five Hundred Six Dollars and Forty Cents	$15,506.40	$15,506.40
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
3	Four Thousand Three Hundred Ninety Two Dollars and Twenty Cents	$4,392.20	$4,392.20
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	1110
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
4	Forty Two Dollars and Fifty Cents	$42.50	$47,175.00
602	SALVAGE AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FOOT MINIMUM)	TON	17
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
5	Five Hundred Eighty Four Dollars and Sixty Five Cents	$584.65	$9,939.05
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FOOT MINIMUM)	TON	902
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
6	Three Hundred Fifty Six Dollars and No Cents	$356.00	$321,112.00
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	672
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
7	Four Hundred Sixty Three Dollars and Ten Cents	$463.10	$311,203.20
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	26

	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
8	Three Hundred Forty Three Dollars and Seventy Cents	$343.70	$8,936.20
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	43
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
9	Four Hundred Thirty Four Dollars and Forty Cents	$434.40	$18,679.20
632/664	REVEGETATION AND LANDSCAPE PLANTING	S.Y.	2250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
10	Thirteen Dollars and Ninety Five Cents	$13.95	$31,387.50
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
11	Seventeen Thousand Eight Hundred Forty One Dollars and Seventy Cents	$17,841.70	$17,841.70

TOTAL AMOUNT BASE BID (Excluding NM Gross Receipts Tax)

$ $864,202.20

Dollars and Cents

Written in NUMBERS Eight Hundred Sixty Four Thousand Two Hundred Two Dollars and Twenty Cents

NEW MEXICO GROSS RECEIPTS TAX (8.4375%)

$ $72,917.06

Dollars and Cents

Written in NUMBERS Seventy Two Thousand Nine Hundred Seventeen Dollars and Six Cents

TOTAL AMOUNT BASE BID (Including NM Gross Receipts Tax)

$ $937,119.26

Dollars and Cents

Written in NUMBERS Nine Hundred Thirty Seven Thousand One Hundred Nineteen Dollars and Twenty Six Cents

ADDITIVE ALTERNATIVE 7: AREA 7 – ALEJANDRO ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
12	Nine Thousand Seven Hundred Seventeen Dollars and Seventy Five Cents	$9,717.75	$9,717.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
13	Two Thousand Fifty Two Dollars and Ninety Five Cents	$2,052.95	$2,052.95
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
14	Eight Hundred Eighty Dollars and Thirty Five Cents	$880.35	$880.35
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	61
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
15	Sixty One Dollars and Forty Five Cents	$61.45	$3,748.45
203	*REMOVE EXCESS MATERIAL FROM SITE*	C. Y.	1103
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
16	Twenty Nine Dollars and Ninety Five Cents	$29.95	$33,034.85
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
17	Twenty Three Thousand Three Hundred Forty Nine Dollars and Fifteen Cents	$23,349.15	$23,349.15
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FEET MINIMUM)	TON	82
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
18	Three Hundred Seventy One Dollars and Twenty Five Cents	$371.25	$30,442.50
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FT.)	TON	41
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
19	Two Hundred Forty Seven Dollars and Twenty Cents	$247.20	$10,135.20

19			
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	322
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
20	Three Hundred Twenty Two Dollars and Eighty Five Cents	$322.85	$103,957.70
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C. Y.	14
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
21	Three Hundred Dollars and Seventy Five Cents	$300.75	$4,210.50
570/206	FURNISH AND INSTALL 3.5 FT. DIAMETER CMP	L. F.	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
22	Five Hundred Eighty Seven Dollars and Fifty Cents	$587.50	$11,750.00
632/664	REVEGETATION AND LANDSCAPE PLANTING	S. Y.	1760
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
23	Eight Dollars and Ninety Cents	$8.90	$15,664.00
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
24	Thirteen Thousand Fifty Seven Dollars and Twenty Cents	$13,057.20	$13,057.20

TOTAL AMOUNT ADDITIVE ALTERNATIVE 7: AREA 7 (Excluding NM Gross Receipts Tax)

$ $262,000.60

Dollars and Cents

Written in NUMBERS Two Hundred Sixty Two Thousand Dollars and Sixty Cents

NEW MEXICO GROSS RECEIPTS TAX (8.4375%)

$ $22,106.30

Dollars and Cents

Written in NUMBERS Twenty Two Thousand One Hundred Six Dollars and Thirty Cents

TOTAL AMOUNT ADDITIVE ALTERNATIVE 7: AREA 7 (Including NM Gross Receipts Tax)

$ $284,106.90

Dollars and Cents

Written in NUMBERS Two Hundred Eighty Four Thousand One Hundred Six Dollars and Ninety Cents

ADDITIVE ALTERNATIVE 6A: LA JOYA ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
25	Nine Thousand Seven Hundred Seventeen Dollars and Seventy Five Cents	$9,717.75	$9,717.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
26	Three Thousand Eight Hundred Twenty Six Dollars and Thirty Five Cents	$3,826.35	$3,826.35
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Bid Amount Written In NUMBERS:*
27	Four Hundred Sixteen Dollars and No Cents	$416.00	$416.00
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	370
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
28	Thirty Nine Dollars and No Cents	$39.00	$14,430.00
203	REMOVE EXCESS MATERIAL FROM SITE	C. Y.	232
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
29	Thirty Seven Dollars and Fifteen Cents	$37.15	$8,618.80
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
30	Twenty Five Thousand Forty Six Dollars and Five Cents	$25,046.05	$25,046.05
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	328
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
31	Three Hundred Twenty Nine Dollars and Twenty Cents	$329.20	$107,977.60
602	FURNISH AND INSTALL CLASS C RIP RAP	C. Y.	11
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
	One Hundred Fifty Two Dollars and Seventy Five Cents	$152.75	$1,680.25

32			
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C.Y.	96
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
33	One Hundred Eighty Six Dollars and Eighty Five Cents	$186.85	$17,937.60
570/206	FURNISH AND INSTALL 3.5 FT. DIAMETER CMP	L. F.	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
34	Five Hundred Eighty Seven Dollars and Fifty Cents	$587.50	$11,750.00
632/664	REVEGETATION AND LANDSCAPE PLANTING	S. Y.	290
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
35	Fourteen Dollars and Forty Five Cents	$14.45	$4,190.50
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
36	Ten Thousand Six Hundred Ninety Dollars and Sixty Cents	$10,690.60	$10,690.60

TOTAL AMOUNT ADDITIVE ALTERNATIVE 6A: AREA 6A (Excluding NM Gross Receipts Tax)

$ $216,261.50

Dollars and Cents

Written in NUMBERS Two Hundred Sixteen Thousand Two Hundred Eighty One Dollars and Fifty Cents

NEW MEXICO GROSS RECEIPTS TAX (8.4375%)

$ $18,248.75

Dollars and Cents

Written in NUMBERS Eighteen Thousand Two Hundred Forty Eight Dollars and Seventy Five Cents

TOTAL AMOUNT ADDITIVE ALTERNATIVE 6: AREA 6A (Including NM Gross Receipts Tax)

$ $234,530.25

Dollars and Cents

Written in NUMBERS Two Hundred Thirty Four Thousand Five Hundred Thirty Dollars and Twenty Five Cents

ADDITIVE ALTERNATIVE 5: AREA 5			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
37	Nine Thousand Seven Hundred Seventeen Dollars and Seventy Five Cents	$9,717.75	$9,717.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
38	One Thousand Three Hundred Fifty Four Dollars and Ten Cents	$1,354.10	$1,354.10
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
39	Four Hundred Sixteen Dollars and No Cents	$416.00	$416.00
203	EARTHWORK (EXCAVATION AND COMPACTED BACKFILL)	C.Y.	16
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
40	Ninety Dollars and Forty Cents	$90.40	$1,446.40
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	119
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
41	Three Hundred Twenty Nine Dollars and Eighty Five Cents	$329.85	$39,252.15
602	FURNISH AND INSTALL CLASS C RIP RAP (HAND PLACED)	C.Y.	9
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
42	One Hundred Eighty Two Dollars and Seventy Cents	$182.70	$1,644.30
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C.Y.	14
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
43	One Hundred Eighty Two Dollars and Eighty Five Cents	$182.85	$2,559.90
632/664	REVEGETATION AND LANDSCAPE PLANTING	S.Y.	170
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
	Twenty Five Dollars and Twenty Five Cents	$25.25	$4,292.50

44			
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
45	Seven Thousand Nine Dollars and Thirty Cents	$7,009.30	$7,009.30

TOTAL AMOUNT ADDITIVE ALTERNATIVE NO. 5: AREA 5 (Excluding NM Gross Receipts Tax)

$ $67,692.40

Dollars and Cents

Written in NUMBERS Sixty Seven Thousand Six Hundred Ninety Two Dollars and Forty Cents

NEW MEXICO GROSS RECEIPTS TAX (8.4375%)

$ $5,711.55

Dollars and Cents

Written in NUMBERS Five Thousand Seven Hundred Eleven Dollars and Fifty Four Cents

TOTAL AMOUNT ADDITIVE ALTERNATIVE 5 AREA 5 (Including NM Gross Receipts Tax)

$ $73,403.95

Dollars and Cents

Written in NUMBERS Seventy Three Thousand Four Hundred Three Dollars and Ninety Four Cents

APPLICABLE TO BASE BID AND ALL ALTERNATIVES

621	RE-MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
46	Thirty One Thousand Nine Hundred Forty Eight Dollars and Eighty Cents	$31,948.80	$31,948.80

2. The city reserves the right to award the bid based upon the lowest base bid only or if alternates are included, the lowest combination of base bad and alternate(s).

3. Bidder has bid on all items.

4. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that the City of Santa Fe intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.

5. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged
1	12/9/2021	Desiree Jojola	12/9/2021
2	12/20/2021	Desiree Jojola	12/20/2021

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal.

Any and all such Addenda, if issued, will be published via electronic/digital format on the web site of the City of Santa Fe, not later than three days prior to the date fixed for the opening of the bids, at the following web address:

http://www.santafenm.gov/bids_rfps

It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

6. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within the time provided in the contract documents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

7. Security in the sum of five (5) percent of the amount bid in the form of (check one):
   __X____ Bid Bond_____Certified Check

   is attached hereto in accordance with the "Instructions for Bidders".

8. This Bid Submittal contains the following:

- Bid - Name the Bidder and the Number of Bidder's New Mexico Contractor's License with a check for proper signatures.
- Check for bid bond.
- Acknowledgement of Addenda, if any.
- Properly executed Bid Form
- Subcontractor's Listing (as applicable)

ONE ELECTRONIC COPY OF THE BID SUBMITTAL IS REQUIRED

Respectfully submitted:

Name of Bidder Kimo Constructors, Inc

By: _____
(Signature)

Title: Vice President

Date: 12/28/2021

Official Address: 3681 Highway 47 Bosque Farms, NM 87068

Telephone No. 505-869-9311

New Mexico Contractor's License Number and Types: 60316, GA 01, 03, 04 , 05, GB98, GF98

United States Treasury Number: 74-2845550

New Mexico State Residence Preference Certificate Number, if any:

L0205740848

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization:
Ricardo Bridge to the Don Jose Outfall
BID # '22/21/B
ADDENDUM NO. 1
December 9, 2021

Clarifications for the plans and project manual (Bid Book):

1. The quantity in the Bid Schedule* for Additive Alternative 7: Area 7 – Alejandro St. Rundown, Bid Item No. 15 – Earthwork (Excavation & Compacted Backfill) shall be corrected to read 61 CY.
2. The quantity in the Bid Schedule* for Additive Alternative 7: Area 7 – Alejandro St. Rundown, Bid Item No. 16 – Remove Excess Material from Site shall be corrected to read 1,103 CY.

   *a revised copy of Page 25 of 89 of the Bid Book is attached to this addendum.

3. On Sheet 4 of the Construction Drawings for the 500 C (CWSRF 088) – Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall dated November 15, 2021, The Summary of Earthwork Table shall be replaced with the following corrected table:

		CUT	FILL	NET	
BASE BID	AREA 4	46	9	36	CUT
	AREA 6	987	338	649	CUT
	AREA 8	77	728	651	FILL
		1,110	1,075		
		BASE BID NET CUT		35	CY

		CUT	FILL	NET	
ADD. ALT 7	AREA 7	1,164	61	1,103	CUT
		ALT. 7 NET CUT		1,103	CY

		CUT	FILL	NET	
ADD. ALT. 6A	AREA 6A	370	137	232	CUT
		ALT. 6A NET CUT		232	CY

		CUT	FILL	NET	
ADD. ALT. 5	AREA 5	16	16	0	FILL
		ALT. 5 NET CUT		0	CY

Questions and answers from the Pre-bid Meeting, 12/7/2021:

Q1: How do we solicit bids from disadvantaged subcontractors?

A1: The City sent a link to the contractors for the Horizons website: http://horizonsofnewmexico.org

Q2: Please provide clarity on the XP-215 form/requirement, the link does not provide the answers the Contractors need.

A2: The XP-215 MBW/WBE/SBRA Utilization Form is located in Appendix B of the bid book and is listed as item 2 on the second page of Appendix B under Required Federal Forms.

Q3: Please verify property ownership at Alejandro St potential access location.

A3. The property to the west of Alejandro Street is private property. However, city property begins just north of the guardrail at the end of Alejandro Street. There is also city-owned property at end of La Joya Street- please see map below:



Q4: Why are the unit prices per traffic control component listed out while still asking for a lump sum quote in the base bid, in addition to lump sum for the subsequent alternatives?

A4: Please disregard the table titled "Section 702 – Traffic Control Devices for Construction" included as page 22 of the Bid Book. The Contractor is not required to submit unit prices for traffic control devices. The Contractor will be required to submit for approval by the Project Manager a Traffic Control Plan for the work in accordance with Bid Book Article F.10 – Section 702 Traffic Control Devices During Construction. Bid Item Numbers 11, 24, 36, and 45 listed for Traffic Control in the Bid Schedule are to be bid at the lump sum unit price for each of these bid items.

Q5: When will the project be awarded?

A5: Tentative award date is 1/26/2022.

Q6: Will a confirmation of receipt of bid be provided from the emailed submittal?

A6: The contractor must request a read receipt, by selecting this option in their email settings, when submitting their bid via email (requesting a read receipt in writing, in the body of the email, will not guarantee a reply)

Q7: Will the City's website be updated to reflect the readable plan set that was distributed by email?

A7: Please see City of Santa Fe website (https://www.santafenm.gov/bids_rfps/detail/2221b) for a link to download a corrected set of Construction Drawings.

Q8: Will the City consider pushing the bid due date to the first week in January, or later?

A8: No.

Q9: Please clarify the diameter for trees to be saved in all areas of work.

A9: Contractor shall clear and grub existing non-native trees from within limits of disturbance with a diameter at breast height (DBH) caliper less than 6 inches. Any tree to be removed greater than 6 inches in diameter must receive approval by Public Works, prior to removal.

Q10: For bonding purposes, what is the estimated range by the City of Engineer's estimate for this project?

A10: Construction cost for the Base Bid is estimated to range between $600-750 thousand dollars. Construction Cost for the complete project (Base Bid + 3 Additive Alternatives) is estimated to range between $900 thousand and 1.6 million dollars.

Q11: Please identify the two quarries the City has worked with for boulders for such projects? Do they provide boulders that meet the density requirements as outlined in the proposal?

A11: Two sources that have provided limestone boulders on previous projects include: New Mexico Travertine (Belen, NM) and the Tijeras Quarry. The Contractor is responsible for verification that any potential source of boulders can meet the material specifications for the project quantities.

Q12: How will testing be covered?

A12: Testing will be done in compliance with the NMDOT testing requirements; however, once acceptable test results have been obtained for a specific type of work (e.g. subgrade compaction for grouted rundowns) if the process used to obtain those results is documented and followed on subsequent structures, to the satisfaction of the City's representative, additional testing for that same type of work may be waived. Costs and conduct of testing will be the responsibility of the Contractor, and will be incidental to the unit costs for the respective work.

All other pertinent information to remain the same.

Desiree Jojola
RECEIPT ACKNOWLEDGE BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of the compliance with any terms and conditions stated in the addenda.

ADDITIVE ALTERNATIVE 7: AREA 7 – ALEJANDRO ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
12			
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
13			
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
14			
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	61
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
15			
203	*REMOVE EXCESS MATERIAL FROM SITE*	C. Y.	1103
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
16			
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
17			
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FEET MINIMUM)	TON	82
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
18			
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FT.)	TON	41
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
19			

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization:
Ricardo Bridge to the Don Jose Outfall
BID # '22/21/B
ADDENDUM NO. 2
December 20, 2021

Clarifications for the plans and project manual (Bid Book):

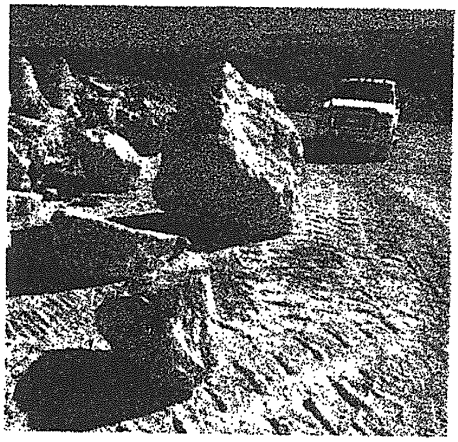
1. The following two verification letters from the U.S. Army Corps of Engineers (copies attached to this Addendum) are incorporated into the bid documents by reference:
    a. Reverification of Nationwide Permit 3 Maintenance – Action No. SPA-2009-00765-ABQ, Santa Fe River Restoration (12/6/2021)
    b. Reverification of Nationwide Permit 13 Bank Stabilization – Action No. SPA 2020-00036-ABQ, Santa Fe River at La Joya Street River Bank Stabilization Repair (12/16 /2021)

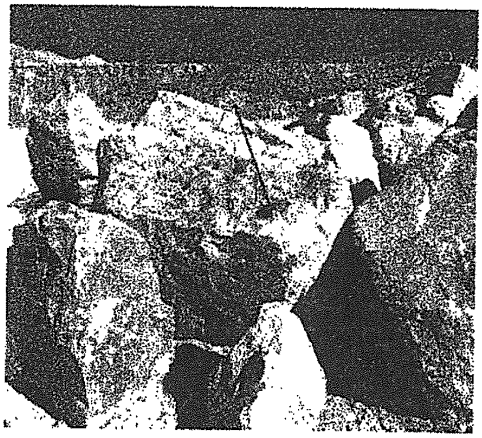
Questions and answers:

Q1: You mentioned a possible rock source: Tijeras, NM. Do you have any names of the pit owners, also the exact location?

A1: The City does not have contact information for pit owners in Tijeras, does not know the exact location of the pit, and does not know if the pit is still operating. Another potential rock source that prospective bidders may consider is the Tinaja Pit, operated by C&E Concrete near Grants, NM. The following contact information is provided:

C&E Concrete
Tinaja Pit (Lat/Long: 35.044465, -108.220926)
Chris Meech
505.287.2944





All other pertinent information to remain the same.

Desiree Jojola
RECEIPT ACKNOWLEDGE BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of the compliance with any terms and conditions stated in the addenda.

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 6, 2021

Regulatory Division

SUBJECT: Nationwide Permit (NWP) Reverification- Action No. SPA-2009-00765-ABQ, Santa Fe River Restoration

Melissa McDonald
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Dear Ms. McDonald:

The U.S. Army Corps of Engineers (Corps), Albuquerque District, is responding to your request dated November 16, 2021, submitted to us for reverification of authorization under NWP 3 Maintenance for the Santa Fe River Restoration project. The project site is located at approximately latitude 35.6846, longitude -105.9672, Santa Fe County, New Mexico. The work, as described in your request, will consist of minor maintenance of an existing boulder cross vane and includes installation of a grouted rock ramp at the boulder cross vane described in the request.

Specifically, and as shown in the attached plans (sheet 7, area 4), this U.S. Army Corps of Engineers (Corps) Clean Water Act, Section 404 verification authorizes the permanent discharge of approximately 41 CY of fill material into approximately 0.04 acres of intermittent channel, specifically the Santa Fe River, for the purpose of maintenance and repair associated with the Santa Fe River Restoration Project.

Based on the information provided, the Corps has determined that activities associated with the project are authorized by 2017 NWP 3 Maintenance. A summary of this NWP and the 2017 New Mexico Regional Conditions are available on our website at www.spa.usace.army.mil/reg/nwp. Failure to comply with all terms and conditions of this NWP may result in the suspension or revocation of this authorization. As required by General Condition 30, you shall sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work. For specific information regarding compliance with water quality certification (WQC) requirements, please refer to our website at www.spa.usace.army.mil/reg/wqc.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with General Conditions 18 and 20. Based on the information provided, we have determined that this project will have no effect federally listed species or their critical habitat. Additionally, project will have no adverse effect on historic properties. However, these determinations may be invalidated if the project is not completed as authorized or you did not provide accurate information in your submitted documents.

This permit verification is valid until March 18, 2022, unless the NWP is modified, suspended, reissued, or revoked prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on an NWP will remain authorized provided the activity is completed within 12 months of the date of the NWP's expiration, modification, or revocation.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state, local, or tribal laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, to undertake the proposed work.

The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the permit.

We would appreciate your feedback on this permit action including your interaction with our staff or suggestions for improving our program. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/ .

Please refer to identification number SPA-2009-00765-ABQ in any correspondence concerning this project. If you have any questions, please contact me by email at Tyler.J.Marye@usace.army.mil, or telephone at 505-342-3111.

Sincerely,

Justin Riggs
Senior Project Manager

Enclosure

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 6, 2021

COMPLIANCE CERTIFICATION

Action Number: SPA-2009-00765-ABQ

Name of Permittee: City of Santa Fe, Melissa McDonald

Nationwide Permit: 3- Maintenance

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following email:

Tyler Marye
U.S. Army Corps of Engineers, Albuquerque District
Tyler.J.Marye@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers' representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started _____

Date Work Completed _____

_____ _____
Signature of Permittee Date

Encl 1

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 16, 2021

Regulatory Division

SUBJECT: Nationwide Permit (NWP) Reverification- Action No. SPA-2020-00036-ABQ
Santa Fe River at La Joya Street River Bank Stabilization Repair

Melissa McDonald
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Dear Ms. McDonald:

The U.S. Army Corps of Engineers (Corps), Albuquerque District, is responding to your request dated November 16, 2021, submitted to us for reverification of authorization under NWP 13 Bank Stabilization for the Santa Fe River at La Joya Street River Bank Stabilization Repair project. The project site is located at approximately latitude 35.6778, longitude -105.9763, Santa Fe County, New Mexico. The work, as described in your request will consist of bank stabilization activities to include re-sloping eroded banks, installation of boulder retaining wall and boulder sills. Re-vegetation of banks and slopes that includes willow live stake plantings and seeding with native riparian mix to protect against erosion will also occur.

Specifically, and as shown in the attached construction drawings dated June 29, 2018, this verification would authorize the permanent discharge of approximately 152 cubic yards (CY) of fill material into 300 linear feet (LF) (0.08 acre) of the Santa Fe River, and the temporary discharge of approximately 210 CY into 0.42 acre (300 LF) of the same section of the Santa Fe River for the purpose of bank stabilization associated with the Santa Fe River at La Joya Street River Bank Stabilization Repair Project.

Based on the information provided, the Corps has determined that activities associated with the project are authorized by 2017 NWP 13 Bank Stabilization. A summary of this NWP and the 2017 New Mexico Regional Conditions are available on our website at www.spa.usace.army.mil/reg/nwp. Failure to comply with all terms and conditions of this NWP may result in the suspension or revocation of this authorization. As required by General Condition 30, you shall sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work. For specific information regarding compliance with water quality certification (WQC) requirements, please refer to our website at www.spa.usace.army.mil/reg/wqc.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with General Conditions 18 and 20. Based on the information provided, we have determined that this project will have no effect federally listed species or their critical habitat. Additionally, project will have no adverse effect on historic properties. However, these determinations may be invalidated if the project is not

completed as authorized or you did not provide accurate information in your submitted documents.

This permit verification is valid until March 18, 2022, unless the NWP is modified, suspended, reissued, or revoked prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on an NWP will remain authorized provided the activity is completed within 12 months of the date of the NWP's expiration, modification, or revocation.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state, local, or tribal laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, to undertake the proposed work.

The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the permit.

We would appreciate your feedback on this permit action including your interaction with our staff or suggestions for improving our program. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/ .

Please refer to identification number SPA-2020-0036-ABQ in any correspondence concerning this project. If you have any questions, please contact me by email at Tyler.J.Marye@usace.army.mil, or telephone at 505-342-3111.

Sincerely,

Winston Zack

Winston Zack
Regulatory Archaeologist, RTS, M.S.

Enclosure

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 16, 2021

COMPLIANCE CERTIFICATION

Action Number: SPA-2020-00036-ABQ

Name of Permittee: City of Santa Fe, Melissa McDonald

Nationwide Permit: 13- Bank Stabilization

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following email:

Tyler Marye
U.S. Army Corps of Engineers, Albuquerque District
Tyler.J.Marye@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers' representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started _____

Date Work Completed _____

_____ _____
Signature of Permittee Date

Encl 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2022

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: Sherryl Quint	
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: squint@downeyandco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CNA Insurance Companies	20443
INSURED KIMO Constructors, Inc. 3681 State Highway 47 Bosque Farms NM 87068	INSURER B : Builders Trust of New Mexico	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 21/22 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:			6079218395	08/25/2021	08/25/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6079223189	08/25/2021	08/25/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6079226707	08/25/2021	08/25/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
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		6576	01/01/2022	01/01/2023	[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)

RE: 500C (CWSRF 088)- Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB 22/21/B). City of Santa Fe is recognized as additional insured, as their interest may appear, per policy provisions.

CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sherryl L Quint

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City of Santa Fe, New Mexico

"REQUEST FOR BID"

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall

BID # 22/21/B

BID DUE: December 28, 2021 at 2:00 P.M.
ELECTRONIC SUBMITTAL REQUIRED
EMAIL BIDS TO: purchasing@santafenm.gov
PURCHASING OFFICE
CITY OF SANTA FE
SANTA FE, NEW MEXICO 87505

I, John M. Critchfield, Registered Professional Engineer No. 21128, hereby certify that this document was prepared by me, or directly under my supervision, and is true and correct to the best of my knowledge and belief.

John M. Critchfield PE 21128

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CITY OF SANTA FE, NEW MEXICO

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A. BIDDING DOCUMENTS

A.1. INVITATION to BID
SOLICITATION NO. '22/21/B

This bid is for the purpose of procuring the following:

Construction Services for 500C (CWSRF 088) - Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Drain Outfall

The construction services will include the repair and installation of boulder bed and bank protection structures, channel excavation, backfill and grading, installation of willow and cottonwood pole plantings, and other erosion protection improvements in the Santa Fe River between the Ricardo St. pedestrian bridge and the vicinity of the Calle Don Jose Storm Drain Outfall.

Bidders are invited to submit Base Bid and bids on three (3) Additive Alternatives. Alternatives are listed in order of priority rather than numerically.

Two sets of construction drawings are referenced in this project. The drawings titled "Santa Fe River Flood Damage Repair" dated 6/28/2019 contain all proposed work for Areas 4 and 8 of the Base Bid and Additive Alternative 5 (Area 5). The drawings titled "Santa Fe River & Trail (Phase 3B) River Bank and Rock Rundown Repairs" dated June 29, 2018 contain the remaining part of the Base Bid (Area 6) and Additive Alternative 6A and Additive Alternative 7.

The Base Bid includes: the repair work for the construction of a grouted boulder ramp located downstream of Ricardo Road pedestrian bridge (Area 4), the installation of a boulder retaining wall along south bank of Santa Fe River, including boulder stabilization structures and installation of willow and cottonwood pole plantings (Area 6) and the repair of an existing boulder cross vane structure located approximately 300 feet downstream of Alejandro Street (Area 8).

Additive Alternative 5 to the Base Bid includes the work identified in the drawings dated 6/28/2019 for the construction of a stormwater drainage rundown feature downstream of the Ricardo Rd. pedestrian bridge on the south bank of the Santa Fe River (Area 5).

Additive Alternative 6A to the Base Bid includes the work identified in drawings dated 6/29/2018 for the construction of a stormwater drainage rundown feature at the end of La Joya Street on the south bank of the Santa Fe River, including boulder stabilization structures and installation of willow and cottonwood pole plantings and other drainage improvements (Area 6A).

Additive Alternative 7 to the Base Bid includes the work identified in the drawings dated 6/29/2018 for construction of a stormwater drainage rundown feature at the end of

Alejandro Street on the south bank of the Santa Fe River, including boulder stabilization structures and the installation of willow and cottonwood pole plantings (Area 7).

This project is wholly funded with United States Environmental Protection Agency funds, and therefore must comply with all applicable federal cross cutter requirements. Neither the United States nor its department's agencies or employees is or will be party to this invitation for bids or any resulting contract. This procurement will be subject to regulations contained in Uniform Administrative Requirements, Cost Principles and Audit Requirements, 2 CFR Parts 200 and 1500. **Please note this is a non-point source project.**

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended.

To ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance, all Bidders shall make the six good faith efforts as outlined by EPA at https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts. The Bidder must make a good faith effort to solicit and hire Disadvantaged Business to meet the goals outlined in EPA XP-215. A good faith effort requires that the Contractor: 1) Complete the affirmative steps outlined in XP-215, 2) Submit XP-215 with the bid, 3) Submit with the bid proof that affirmative steps have been taken and this should include copies of advertisements and letters of solicitation. A Bid that omits XP-215 or does not support that a good faith effort was made will be considered non-responsive and the Bid rejected. See Appendix B for the complete Supplemental Conditions including forms that are required to be completed by the Contractor as a condition of the Clean Water State Revolving Loan Funding used for this Project.

Questions concerning this solicitation by be directed to the Chief Procurement Officer, Fran Dunaway at: fadunaway@santafenm.gov. Fran Dunaway, Chief Procurement Officer.

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole.

Solicitation documents may be reviewed at the Engineering Division of the City and at the following plan rooms:

Builders News & Plan Room
3435 Princeton Dr. NE
Albuquerque, NM 87107
http://buildersplanroom.com.lobo.com/
Email: buildersnews@live.com

Construction Reporter
1609 2nd Street, NW
Albuquerque, NM 87102-1446
Email: jane@constructionreporter.com

McGraw-Hill Dodge/Plans
http://dodge.construction.com/plans/
Email: nancy_mckeehan@mcgraw-hill.com

Colorado Plan Room
coloradoplanroom@isqft.com

OBTAINING SOLICITATION DOCUMENTS: Plan drawings, specifications and sample contract documents may be obtained online, or by requesting a copy at the following address:

City of Santa Fe, Public Works Department
River & Watershed Section
City of Santa Fe Market Station Offices
500 Market Street, Suite 200
Santa Fe, New Mexico 87501
505-955-6631

Each bidder must conform to the conditions specified in the section entitled "Information to Bidders".

The bid shall also include a signed “Certificate of Bidder Regarding Equal Employment Opportunity", "Certificate of Non-Segregated Facilities”, a signed "Non-Collusion Affidavit of Prime Bidder", “Subcontractor Listing”, and "Acknowledgement for Receipt of Addenda". The successful bidder shall, upon notice of award of contract, secure from each of his/her subcontractors a signed "Non-Collusion Affidavit of Subcontractor". Bidders must possess the applicable licensure to perform the work under this contract, provided for in the New Mexico Construction Industries Rules and Regulations.

The Bidding Documents contain a time for completion of the work by the successful bidder and further imposes liquidated damages for failure to comply with that time.

Performance Bond and Labor & Material Payment Bond, each 100% of the Contract sum, will be required of the successful bidder entering into the construction contract.

Bids will be held for sixty (60) days subject to action by the City.

OWNERS RIGHTS RESERVED: The City of Santa Fe, herein called the City, reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the best interest of the City.

MANDATORY PRE-BID CONFERENCE: A pre-bid conference will be held for this project onsite, December 7, 2021 at 10:00 AM, at the Ricardo Street Pedestrian Crossing on the Santa Fe River (Lat: 35.678893, Long: -105.974474).

The work to be performed with this project consists of furnishing all equipment, labor, and materials for the **500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall** , in accordance with the drawings, specifications, and other contract documents.

The project is subject to New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division) Wage Rate Decision No. SF-21-2317-A has been assigned to this project.

EQUAL OPPORTUNITY IN EMPLOYMENT: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. Bidders on this work will be required to comply with the Presidents Executive Order No. 11246 as amended.

A.2. BID SCHEDULE
BID # '22/21/B

1. ISSUANCE OF BIDS — November 25, 2021

2. PRE-BID CONFERENCE (Mandatory): — December 7, 2021
Onsite at Ricardo Road Pedestrian Crossing (Lat: 35.678893, Long: -105.974474).

Note: During the Pre-Bid Conference attendees shall observe all federal, state and local health and safety protocols and mandates with regard to the COVID-19 pandemic.

All questions shall be submitted in writing, either at the time of the Pre-Bid Conference or by e-mail as stipulated in the Instructions to Bidders. Responses to questions will be issued by addendum.

3. ELECTRONIC BID SUBMITTAL DEADLINE: December 28, 2:00 P.M., MST local prevailing time.

Electronic submittal of Bids shall include the following information in the email: the project title, name and address of the bidder, N.M. License Number, and accompanied by the Bid Security, list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The email shall be addressed to:

purchasing@santafenm.gov
PURCHASING OFFICE
CITY OF SANTA FE
SANTA FE, NEW MEXICO 87505

4. BID OPENING: Due to the COVID-19 Pandemic, the Bid opening will be accomplished through a Zoom meeting as follows:

Time: Dec 28, 2021 02:00 PM Mountain Time (US and Canada)

Join Zoom Meeting
https://santafenm-gov.zoom.us/j/86113456017?pwd=eGtxdlhCWXpRYkNJcE9WUHhqOStIZz09

Meeting ID: 861 1345 6017

Passcode: 762357
One tap mobile
+12532158782,,86113456017#,,,,*762357# US (Tacoma)
+13462487799,,86113456017#,,,,*762357# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 861 1345 6017
Passcode: 762357
Find your local number: https://santafenm-gov.zoom.us/u/kj1yoC3Dp

A.3. INSTRUCTION TO BIDDERS

Bids are requested by City of Santa Fe for **500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall** in accordance with bidding documents supplied by the City of Santa Fe, Public Works Department.

1. LOCATION AND DESCRIPTION OF WORK: The work under this contract is located in or adjacent to the City of Santa Fe, New Mexico. The work consists of furnishing all equipment, labor, and materials for construction of the grades, control structures, slope protection, and outfalls into the channel.

2. SPECIFICATIONS AND BIDDING DOCUMENTS:

    a. SPECIFICATIONS: The construction of this project will be in accordance with the NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION 2019 Edition (NMDOT SSHBC).

    b. PLANS AND BIDDING DOCUMENT DEPOSIT: No monetary deposit for plans and contract documents is required as stated in the "Advertisement for Bids". Electronic copies of plan drawings, specifications, and contract documents will be made available online. An additional four (4) sets of bidding documents will be furnished to the successful bidder at no additional charge. Any additional sets requested will be issued to the successful bidder by the Engineer at the cost of reproduction.

3. DEFINED TERMS: Terms used in these Instructions to Bidders have the meanings assigned to them in Section 101 of the NMDOT (or SSHBC) Standard Specifications as modified.

4. EXAMINATION OF BIDDING DOCUMENTS AND SITE: Before submitting his/her bid, each bidder must;
    (a) examine the bidding documents thoroughly,
    (b) visit the project site(s) to familiarize himself/herself with local conditions that may in any manner affect performance of the work,
    (c) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and
    (d) carefully correlate his/her observations with the requirements of the bidding documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.

5. COPIES OF BIDDING DOCUMENTS:

    a. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained as indicated therein. Any required deposit(s) for Bidding Documents will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within fifteen (15) calendar days after opening of Bids.

    b. Complete sets of Bidding Documents shall be used in preparing Bids; the City of Santa Fe does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

    c. The City of Santa Fe, in providing for copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

6. INTERPRETATIONS:
   All questions concerning this solicitation shall be submitted by e-mail to EACH of the following:
   - Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
   - Project Engineer of Record, John Critchfield, PE, john@wjmillerengineers.com
   - City of Santa Fe Project Manager, Zoe Isaacson, zrisaacon@santafenm.gov

   Replies will be issued by Addenda e-mailed or delivered to all parties recorded by the City of Santa Fe as having received the Bidding Documents. Questions and requests for interpretation received less than ten (10) calendar days prior to the Bid opening date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. BID SECURITY: Bid security, made payable to the City of Santa Fe, in the amount of 5% of the amount of the bid shall accompany the bid submittal and must be in the form of a certified or bank cashier's check or a bid bond issued by a surety licensed to conduct business in the State of New Mexico. The Bid Security of the successful bidder will be retained until he/she has executed the Construction Agreement and furnished the required Contract Security, If he/she fails to execute and deliver the Construction Agreement and furnish the required Contract Security within 10 days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either the seventh day after the executed Construction Agreement is delivered by the City to Contractor and

the required Contract Security is furnished or the sixty-first day after the bid opening, whichever is earlier. Please note a person engaged in the construction business who does not have a principal place of business in New Mexico and who enters into a prime construction contract to be performed in this state must also, at the time such contract is entered into, furnish a surety bond for gross receipts tax.

When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.

8. Pre-Bid Conference: The City of Santa Fe shall conduct a **mandatory** Pre-Bid Conference prior to the Bid opening date stated in the Invitation for Bid.

   a. The City of Santa Fe and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined in section 4.3.3 below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.

   b. Questions and requests for clarification are to be presented in written form and e-mailed to each of the following:

      - Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
      - Project Engineer of Record, John Critchfield, PE john@wjmillerengineers.com
      - City of Santa Fe Project Manager, Zoe Isaacson, zrisaacson@santafenm.gov

   c. Responses will be written and issued electronically as Addenda. No verbal response shall be binding.

9. CONTRACT TIME: The number of days for the completion of work (the contract time) is set forth in the Bid Form and will be included in the executed Construction Agreement.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

    a) The Bidder, in the bid documents, must identify in writing to the City those portions of the work that he/she proposes to subcontract.

    b) Registration with the New Mexico Department of Workforce Solutions, Public Works Bureau. A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions, Public Works Bureau. The registration number shall be provided in the bid

submitted for the contractor in the space provided and for subcontractors with work proposed over $60,000 on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors.. It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.

c) The Bidder shall list all subcontractor names, city or county of the place of business, and type of work to be performed. The contractor shall list only one subcontractor for each category defined.

d) The threshold amount for this project is $5,000 or one-half of one percent of the Architect's or Engineer's Estimate of the total project cost, not including alternates, whichever is greater. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (13-4-31 through 13-4-43 NMSA 1978) shall apply.

Please note that the prime contractor and subcontractor(s) over the listing threshold must be registered on SAM.gov and have a DUNS number. A SAM.gov registration and DUNS number listing is attached for your use

e) Please see Appendix B: Supplemental Conditions for federal requirements.

11. PREPARATION OF BID: All blank spaces for bid prices must be filled in, ink or type written. Bids shall be saved in an electronic format such as (.pdf) or similar.

12. ADDENDA AND INTERPRETATIONS: No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of need for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.**

    Every request for such interpretations should be via email to EACH of the following:

    - Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
    - Project Engineer of Record, John Critchfield, PE john@wjmillerengineers.com
    - City of Santa Fe Project Manager, Zoe Isaacson, zrisaacson@santafenm.gov

To be given consideration requests must be received at least five (5) days prior to the date fixed for the opening of the Bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered to all prospective bidders not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

13. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said laws shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular, bidder is notified that criminal laws shall apply prohibiting bribes, gratuity, and kick-backs. Please see Appendix B: Supplemental Conditions.

15. **METHOD OF AWARD**

The award will be made to the bidder who meets or exceeds all specifications and provides the lowest qualified Base Bid, OR Base Bid plus Additive Alternative(s), whichever is awarded. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to the Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

16. **PUBLIC INFORMATION**
All portions of the bid submittals will become public information. Proprietary information may be marked confidential; however, the City's Chief Procurement Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

17. **BRAND NAMES**
All brand names specified in this bid are to imply "or equal". Bidder should include enough information with the bid submitted so this determination can be made.

18. **COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Ordinance No. 28-1, effective on March 1, 2021 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

A.4. SPECIAL CONDITIONS

1. **GENERAL**
When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. **ASSIGNMENT**
Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. **VARIATION IN SCOPE OF WORK**
No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. **DISCOUNTS**
Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. **TAXES**
The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

6. **INVOICING**

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. **METHOD OF PAYMENT**
Per the Prompt Payment Act NMSA §57-28-5, please note a local public body may make payment within forty-five days after submission of an undisputed request for payment when grant money is a source of funding if the following language is included in the bid documents/construction contract and on each page of the construction plans:

"Notice of Extended Payment Provision - This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment."

8. **DEFAULT**
The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, 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 cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming

aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the 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 suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**
   By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**
    In signing this bid or proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

A.5. EXCEPTIONS TO SPECIFICATIONS

BID # '22/21/B

Bidder is required to submit, electronically, **a complete copy** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

a. (_____) All specifications, terms and conditions are met.
b. (_____) Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of two year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory completion of project. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

_____

_____

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff.

Date of delivery after notice to proceed:

120 Weather Working Days

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget.

BIDDER'S:

_____

Firm

_____

Address

_____

Authorized Signature

_____

Print Name

_____

Position

_____ _____

Phone Number Fax Number

_____

Date

A.6. BID SUBMITTAL

To the City of Santa Fe, State of New Mexico, and Owner:

The undersigned proposes to furnish and deliver all the material and labor, and to do all the work required in the construction of the **500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '22/21/B**, City of Santa Fe, in Santa Fe County, State of New Mexico, according to the plans and specifications therefore and at the prices named and shown on the Bid Form.

The undersigned declares that the only person or parties interested in the bid submittal as principals are those named herein; that the bid submittal is made without collusion with any person, firm or corporation; that he/she has carefully examined the specifications, including special provisions, if any, and that he/she has made a personal examination of the site of the work, that he/she is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that he/she understands that the quantities are approximate only and subject to increase or decrease, and that he/she is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after receiving notification of the acceptance of this bid submittal, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the City of Santa Fe as liquidated damages, and the said City of Santa Fe may proceed to award the contract to others.

We hereby agree to commence the work within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after notification to proceed, and to complete all the work within the time allowed by the construction agreement.

Substantial completion of the work shall mean complete and ready for acceptance and use of all work related to the drainage improvement described in the contract documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% of the Contract amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the City of Santa Fe from any damage or loss of which the City of Santa Fe may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his/her agents or employees, or by or on account of any act or omission of said Contractor, his/her servants, agents or employees, in performance of this contract.

1. The undersigned proposes to guarantee all work performed under these Plans, Specifications, and Contract for two years from the final completion acceptance

date. The undersigned will be notified prior to the termination of the two-year warranty period if any repairs or maintenance is needed and shall be completed before the warranty period ends.

2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of _____ _____dollars $_____drawn to the order of the City of Santa Fe.

_____
Signature-Title

(Corporate Seal)

_____
Corporate Name

_____
Address

(Names of individual members of firms or names and titles of all officers of Corporation.)

_____

_____

_____

Corporation organized under the laws of the State of

_____

_____
N.M. Contractor's License No. & Type

NM Dept. of Workforce Solutions, Public Works Bureau
Labor Enforcement Fund Registration Number: _____

[A Subcontractor NM Dept. of Workforce Solutions, Public Works Bureau Enforcement Labor Fund Registration Number, on work over $60,000 must be listed on Subcontractor listing.]

A.7. BID FORM

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM:_____

_____
hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: **500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall**

Bid No. '22/21/B

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

    - Advertisement for Bids
    - Instructions For Bidders
    - Bid Submittal and other required bid forms as listed herein
    - Agreement
    - Contract time of 120 weather working days
    - Form of Performance Bond
    - Form of Labor and Material Payment Bond
    - Technical Specifications
    - Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

SECTION 702 - TRAFFIC CONTROL DEVICES FOR CONSTRUCTION					
SUPPORTING SECTION	DEVICE DESCRIPTION	UNIT OF MEASURE	QTY.	UNIT COST	TOTAL COST
SS 702	CONSTRUCTION SIGNING	SQ. FT.			
SS 702	STEEL POSTS AND BASE POSTS FOR CONSTRUCTION SIGNING	LIN. FT.			
SS 702	BARRICADE, TYPE I	EACH			
SS 702	BARRICADE, TYPE II	EACH			
SS 702	BARRICADE, TYPE III-1.8 m	EACH			
SS 702	BARRICADE, TYPE III-2.4 m	EACH			
SS 702	VERTICAL PANEL, TYPE SINGLE	EACH			
SS 702	VERTICAL PANEL, TYPE BACK TO BACK	EACH			
SS 702	CONSTRUCTION TRAFFIC MARKER	EACH			
SS 702	PORTABLE SIGN SUPPORT	EACH			
SS 702	CHANNELIZATION DEVICES TYPE DRUM	EACH			
SS 702	TRAFFIC CONES	EACH			
SS 702	SEQUENTIAL ARROW DISPLAY	EACH			
SECTION 704 - PAVEMENT MARKINGS					
SS 704	RETROREFLECTORIZED PAINTED MARKINGS	LIN. FT.			
SS 704	REMOVABLE MARKING TAPE	LIN. FT.			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TD	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TG	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TH	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TJ	EACH			
SECTION 721 - PAVEMENT MARKING REMOVAL					
SS 721	REMOVAL OF PAVEMENT STRIPE	LN. FT.			
SS 721	REMOVAL OF PAVEMENT MARKING	EACH			
TOTAL FOR ITEM # 702010 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION (LUMP SUM)				$	

BASE BID: TOTAL FOR TRAFFIC CONTROL DEVICES, AREA 4, AREA 6 & AREA 8			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
1			
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
2			
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
3			
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	1110
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
4			
602	SALVAGE AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FOOT MINIMUM)	TON	17
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
5			
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FOOT MINIMUM)	TON	902
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
6			
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	672
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
7			
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	26

	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
8			
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	43
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
9			
632/664	REVEGETATION AND LANDSCAPE PLANTING	S.Y.	2250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
10			
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
11			

TOTAL AMOUNT BASE BID (Excluding NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

NEW MEXICO GROSS RECEIPTS TAX (8.4375%)

$

Dollars and Cents

Written in NUMBERS

TOTAL AMOUNT BASE BID (Including NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

ADDITIVE ALTERNATIVE 7: AREA 7 – ALEJANDRO ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
12			
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
13			
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
14			
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	1164
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
15			
203	*REMOVE EXCESS MATERIAL FROM SITE*	C. Y.	1138
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
16			
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
17			
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FEET MINIMUM)	TON	82
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
18			
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FT.)	TON	41
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*

19			
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	322
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
20			
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C. Y.	14
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
21			
570/206	FURNISH AND INSTALL 3.5 FT. DIAMETER CMP	L. F.	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
22			
632/664	REVEGETATION AND LANDSCAPE PLANTING	S. Y.	1760
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
23			
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
24			

TOTAL AMOUNT
ADDITIVE ALTERNATIVE 7: AREA 7
(Excluding NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

NEW MEXICO GROSS
RECEIPTS TAX (8.4375%)

$

Dollars and Cents

Written in NUMBERS

TOTAL AMOUNT
ADDITIVE ALTERNATIVE 7: AREA 7
(Including NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

ADDITIVE ALTERNATIVE 6A: LA JOYA ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
25			
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
26			
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Bid Amount Written In NUMBERS:*
27			
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	370
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
28			
203	REMOVE EXCESS MATERIAL FROM SITE	C. Y.	232
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
29			
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
30			
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	328
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
31			
602	FURNISH AND INSTALL CLASS C RIP RAP	C. Y.	11
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*

32			
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C.Y.	96
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
33			
570/206	FURNISH AND INSTALL 3.5 FT. DIAMETER CMP	L. F.	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
34			
632/664	REVEGETATION AND LANDSCAPE PLANTING	S. Y.	290
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
35			
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
36			

TOTAL AMOUNT
ADDITIVE ALTERNATIVE 6A: AREA 6A
(Excluding NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

NEW MEXICO GROSS
RECEIPTS TAX (8.4375%)

$

Dollars and Cents

Written in NUMBERS

TOTAL AMOUNT
ADDITIVE ALTERNATIVE 6: AREA 6A
(Including NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

ADDITIVE ALTERNATIVE 5: AREA 5			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
37			
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
38			
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
39			
203	EARTHWORK (EXCAVATION AND COMPACTED BACKFILL)	C.Y.	16
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
40			
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	119
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
41			
602	FURNISH AND INSTALL CLASS C RIP RAP (HAND PLACED)	C.Y.	9
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
42			
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C.Y.	14
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
43			
632/664	REVEGETATION AND LANDSCAPE PLANTING	S.Y.	170
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*

44			
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
45			

TOTAL AMOUNT
ADDITIVE ALTERNATIVE NO. 5: AREA 5
(Excluding NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

NEW MEXICO GROSS
RECEIPTS TAX (8.4375%)

$

Dollars and Cents

Written in NUMBERS

TOTAL AMOUNT
ADDITIVE ALTERNATIVE 5 AREA 5
(Including NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

APPLICABLE TO BASE BID AND ALL ALTERNATIVES

621	RE-MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
46			

2. The city reserves the right to award the bid based upon the lowest base bid only or if alternates are included, the lowest combination of base bad and alternate(s).

3. Bidder has bid on all items.

4. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that the City of Santa Fe intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.

5. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal.

Any and all such Addenda, if issued, will be published via electronic/digital format on the web site of the City of Santa Fe, not later than three days prior to the date fixed for the opening of the bids, at the following web address:

http://www.santafenm.gov/bids_rfps

It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

6. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within the time provided in the contract documents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

7. Security in the sum of five (5) percent of the amount bid in the form of (check one):
   _____ Bid Bond_____Certified Check

   is attached hereto in accordance with the "Instructions for Bidders".

8. This Bid Submittal contains the following:

- Bid - Name the Bidder and the Number of Bidder's New Mexico Contractor's License with a check for proper signatures.
- Check for bid bond.
- Acknowledgement of Addenda, if any.
- Properly executed Bid Form
- Subcontractor's Listing (as applicable)

<u>ONE ELECTRONIC COPY</u> OF THE BID SUBMITTAL IS REQUIRED

Respectfully submitted:

Name of Bidder_____

By:_____
(Signature)

Title:_____

Date: _____

Official Address: _____

_____

_____

Telephone No. _____

New Mexico Contractor's License Number and Types:_____

United States Treasury Number:_____

New Mexico State Residence Preference Certificate Number, if any:

_____

A.8. BID BOND

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE_____

_____hereinafter called the PRINCIPAL, as Principal, and the

_____, of _____ a

Corporation duly organized under the laws of the State of_____, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the City of Santa Fe, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of

_____

dollars ($_____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated_____, 2021, (Bid No. 22/21/B) for the construction of 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall

.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

C. SIGNED AND SEALED THIS_____DAY OF _____, a.d. 20_____.

_____
BIDDER

By: _____
PRINCIPAL

(SEAL)

_____
WITNESS

By: _____
SURETY

_____

Title:_____

WITNESS

A.9. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name:_____

Address: _____

_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes_____No _____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes_____No _____

Certification - The information above is true and complete to the best of my knowledge and belief.

_____
NAME AND TITLE OF SIGNER (please type or print)

_____ _____
SIGNATURE DATE

A.10. CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding $10,000, which are not exempt from the Equal Opportunity Clause).

The construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

SIGNED:_____

TITLE:_____

SUBSCRIBED AND SWORN to before me this_____day of_____, 20____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

A.11. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____being first duly sworn, deposes and says that:

(1) He/she is the_____ of_____the Bidder that has submitted the attached Bid Submittal;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid Submittal and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED)_____

TITLE_____

SUBSCRIBED AND SWORN to before me this____ day of_____, 20__.

_____
NOTARY PUBLIC

My Commission Expires:

_____

A.12. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____being first duly sworn, deposes and says that:

(1) He/she is the_____of_____, hereinafter referred to as the "Subcontractor";

(2) He/she is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to_____, the Contractor, for certain work in connection with the_____contract pertaining to the _____ project in_____;

(3) Such Subcontractors bid submittal is genuine and is not a collusive or sham bid submittal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED)_____

TITLE_____

SUBSCRIBED AND SWORN to before me this____day of_____, 20____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

A.13. SUBCONTRACTS

A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, in substantially the form shown above, and has received written approval of such subcontractor from the City of Santa Fe.

B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.

C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.

E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

A.14. SUBCONTRACTOR LISTING

Note: A Contractor that Submits a bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the public works minimum wage act 13-4-10 NMSA 1978, shall be registered with the NM Dept. of Workforce Solutions, Public Works Bureau.

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
DUNS NO.	SAM.gov Registration No.	
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
DUNS No.	SAM.gov Registration No.	
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
DUNS No.	SAM.gov Registration No.	
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
DUNS No.	SAM.gov Registration No.	
Signature of Subcontractor (to be obtained after award of contract):		

B. CONTRACT DOCUMENTS

B.1. CONSTRUCTION AGREEMENT

CITY OF SANTA FE

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '22/21/B.

This Agreement is entered into this_____day of_____, 20___, by and between the CITY OF SANTA FE, herein known as the Owner, and

_____, herein known as the Contractor.

For the following:

PROJECT:	500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall
OWNER	City of Santa Fe, Public Works Department River, Watershed & Trails Division P.O. Box 909 Santa Fe, New México 87504-0909

DISTRIBUTION:

OWNER	_____
CONTRACTOR	_____
ENGINEER	_____

Revised July 2009

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of_____, 20____.

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by the Contract Documents for 500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall. (Bid Number '22/21/B).

The work designated 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall consists of, but is not limited to: channel grading, construction of grade control and bank stabilization structures, slope protection, establishment of vegetation and rehabilitation of the stormwater channels as described in the Contract Documents.

Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

ARTICLE 3
TIME OF COMMENCEMENT AND PROJECT COMPLETION

The work to be performed under this Contract shall be commenced not later than ten (10) weather working days after the date of written Notice to Proceed. Physical Completion of the entire work described in the Contract Documents, except as hereafter extended by valid written Change Order signed by the Owner, shall be achieved no later than 120 weather working Days from the issuance of the Notice to Proceed issued to the Contractor.

ARTICLE 4
UNIT PRICE CONTRACT

The Owner shall pay the Contractor for actual work performed by unit price items for all work, other than those to be paid by lump sum. Subject to additions and deductions by Change Order as provided in the Contract Documents, the Base Bid & Additive Alternates amount in_____dollars and_____cents ($_____).

The Unit Bid Contract Total is determined as follows:

Base Bid & Additive Alternatives	$ _____ .
Gross Receipts Tax (8.4375%)	$ _____ .
Base Bid & Additive Alternatives plus NMGRT	$ _____ .

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than forty-five (45) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amount specified in section 108.8 Liquidated Damages in the 2019 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the proceeding 30 day Contract

period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract.

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico, as the same from time to time exist.

9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. The Contractor shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the Owner, contractor or subcontractor. If the contractor of subcontractor fails to pay the contractor's or subcontractor's subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor of subcontractor shall pay interest to the subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These provisions apply to all tiers of contractors, subcontractors and suppliers.

9.8 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If the Owner does not make sufficient appropriations and authorization, this Agreement shall terminate upon written notice being given by the

Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

9.11 The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER	City of Santa Fe, Public Works Department River, Watershed & Trails Division 500 Market Street Station Suite 200 Santa Fe, New México 87501
CONTRACTOR	_____ _____ _____ New Mexico License # _____.

9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

9.17 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

9.23 Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation 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.

9.26 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

9.27 Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

ARTICLE 10
NEW MEXICO TORT CLAIMS ACT

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

This Agreement is entered into as of the day and year first written above.

OWNER:
CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC
CITY CLERK

APPROVED:

_____
MARY MCCOY DIRECTOR
FINANCE DEPARTMENT

22401.572970
Business Unit/Line Item

CONTRACTOR:
NAME OF CONTRACTOR

By: _____
Signature

_____
Print Name and Title of Signer

Date: _____

NM Taxation & Revenue CRS No.:

_____

City of Santa Fe Business Reg. No.:

_____

B.2. PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

_____

(here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and

_____

(here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, in the amount of

_____ DOLLARS,

($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, the Contractor has by written agreement dated _____, 2021, entered into a contract with the City of Santa Fe for the 500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '21/41/B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Surety hereby waives notice of any alteration or extension of time made by the City.

2. Whenever Contractor shall be, and declared by the City to be in default under the contract, the City having performed City's obligations thereunder, the surety may promptly remedy the default or shall promptly:

    a. Complete the contract in accordance with its terms and conditions or;

    b. Obtain a bid or bids for submission to City for completing the contract in accordance with its terms and conditions, and upon determination by City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by City to Contractor under the contract and any amendments thereto, less the amount properly paid by City to Contractor.

3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

SIGNED AND SEALED ON_____, 20____.

_____
Notary Public

My Commission Expires:

_____

_____
Contractor – Principal

By:_____

Title:_____

Approved as to form:

_____

_____
Surety

_____

Title:_____

Countersigned:_____

_____
Surety's Authorized New Mexico Agent

B.3. LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

_____

(here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and

_____

(here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, for the use and benefit of claimants as herein below defined, in the amount of _____ DOLLARS, ($_____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, Principal has by written agreement dated_____ , 2021, entered into a contract with the City of Santa Fe for the 500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '21/41/B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise, it shall remain in full force, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

    a. Unless claimant, or other than one having a direct contract with the principal, shall have written notice to any two of the following: the Principal, the City, or the surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

    b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or surety at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

    c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this

bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

d. 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, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall not be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED ON_____, 20__.

In presence of:

_____
Notary Public

My Commission Expires:

_____

_____
Name of Company

By:_____

Title:_____

_____
Surety

By:_____

Title:_____

Countersigned:

_____
Surety's Authorized New Mexico Agent

This bond is issued simultaneously with performance bond in favor of contracting agency for the faithful performance of the contract.

C. CONTRACTUAL SPECIFICATIONS

C.1. STANDARD SPECIFICATIONS

FOR

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '22/21/B

CITY OF SANTA FE

The New Mexico Department of Transportation Standard Specifications for Highway & Bridge Construction, 2019 Edition, shall govern construction of this project except where revised or amended by the Supplemental General Provisions, Special Provisions and Supplemental Specifications.

The Supplemental General Provisions, Special Provisions and Supplemental Specifications shall govern over the Standard Specifications and are hereby made a part of the Contract Documents.

C.2. SPECIAL PROVISIONS FOR MINIMUM WAGE

Projects are subject to the Minimum Wage Rates as determined by the New Mexico Department of Workforce Solutions, Public Works Bureau pursuant to Chapter 13, Section 13-14-11, NMSA 1978 and the U.S. Department of Labor Decision No for each assigned task. The Minimum Wage Rates to be paid by the Contractor and any Subcontractors to their employees on this project shall be in accordance with those wages as listed in the New Mexico Department of Workforce Solutions, Public Works Bureau Minimum Wage Rate Decision Number for each assigned task. Copies of the wage rate decision and applicable forms are bound in this section. The Contractor is hereby required to submit all wage decision forms to the City as follows:

- ***Subcontractor List & Statement of Intent to Pay Prevailing Wages*** – Submit before construction starts
- ***Affidavit of Wages Paid*** – Submit after construction, but before final payment

Subcontractors shall provide all necessary wage decision forms or information to the prime contractor. The prime contractor shall be responsible for the submission of wage decision forms or information required of all subcontractors to the City. The same timelines stated above apply.

C.3. SPECIAL PROVISIONS FOR SUBMISSION OF WEEKLY PAYROLLS

WAGE RATE DECISION

Contractors are hereby advised that this project is subject to the New Mexico Department of Workforce Solutions, Public Works Bureau Wage Rate decision Number # **Assigned per each task**.

SUBMISSION OF WEEKLY PAYROLLS

All Contractors and subcontractors shall submit one (1) certified copy of the project weekly payroll to the City of Santa Fe, 500 Market Street, Suite 200, Santa Fe, NM 87501, C/O the City's Project Manager, no later than five (5) working days after the close of each payroll period.

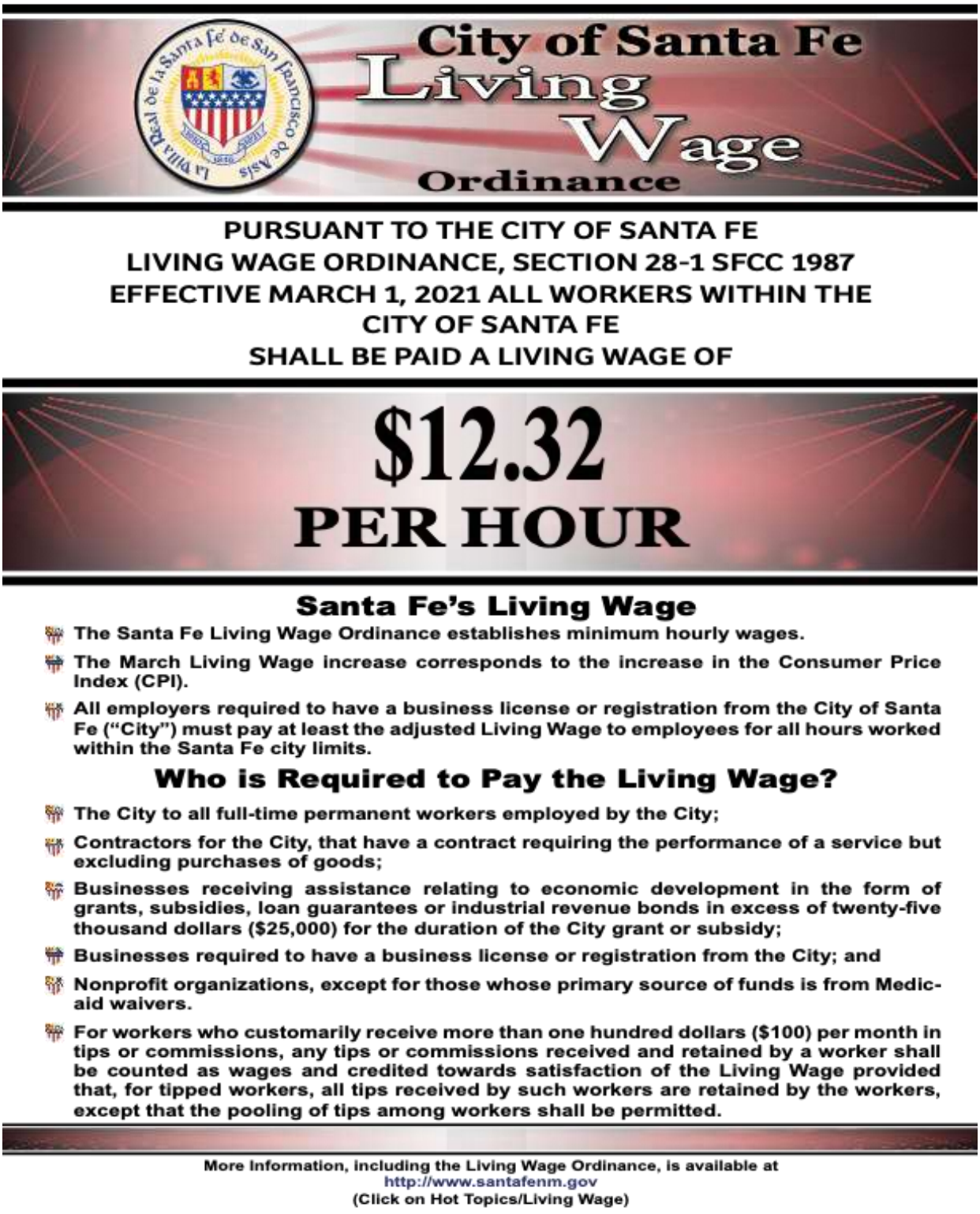
The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. All Contractors and subcontractors must have copies of certified payrolls available to the New Mexico Department of Workforce Solutions, Public Works Bureau within ten (10) days of a written request, if required.

C.4. SPECIAL PROVISION FOR APPRENTICES

(Program of Department of Labor)

Before using apprentices on this project, the Contractor shall present to the Contracting Officer written evidence of registration of such employees with the U.S. Department of Labor, Bureau of Apprenticeship and Training, Western Bank Building (Room 1414), 505 Marquette Avenue, N.W., Albuquerque, New Mexico 87102, Telephone 245-2142. If the apprentice is not registered in a bona fide apprenticeship program as mentioned above, the journeyman's wage rate for that particular classification in which he/she is working is applicable.

C.5. CITY OF SANTA FE LIVING WAGE ORDINANCE



City of Santa Fe Living Wage Ordinance

EFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2021 PARA TODOS LOS TRABAJADORES QUE LABOREN DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER PAGADO ES DE

$12.32 POR HORA

Salario Mínimo para la ciudad de Santa Fe

- La ciudad de Santa Fe establece salario mínimo por hora.
- Desde el Marzo el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
- Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

¿Quién está obligado a pagar el salario?

- La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;
- Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;
- Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares ($25,000) para la duración de la beca de ciudad o de subvención;
- Empresasrequieren contar con la licencia o el registro de la ciudad; y
- Organizaciones sin fines de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.
- Para los trabajadores que habitualmente reciben más de cien dólares ($100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.

Más información, incluyendo la ordenanza del salario, está disponible en
http://www.santafenm.gov
(haga clic en Hot Topics/Living Wage)

C.6. STATE WAGE DECISION

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall State Wage Decision No. SF-21-2317-A

D. NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

D.1. CONTRACT TIME

The contract time count consisting of a Contract Completion Time & Substantial Completion Time shall govern this project.

Contract Completion Time

The Contract Completion Time for this contract is 120 Weather Working Days. The Contract Completion Time count will commence on the date specified in the Notice to Proceed submitted to the Contractor by the City and shall end upon Physical Completion of the contract. All work in the contract, including bid alternates (if applicable), shall be completed within this time in accordance with the definition of "Physical Completion" in Section 101 of the Standard Specifications. For purposes of this contract, this time shall be known as the "Contract Completion Time". The contractor shall be assessed liquidated damages for each consecutive Calendar Day in excess of this time in accordance with Section 108.8 Liquidated Damages, in the Standard Specifications.

Progress Schedule

The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Project Manager prior to initiating any work on each task order. Contract & Substantial Completion Time shall be shown on the Contractor's progress schedule as specified in section 108.3.

Night Work & City Noise Ordinance

City of Santa Fe Noise Ordinance SFCC §10-2.4 B.(5)(a) prohibits operation of equipment used in construction work on streets in residential or commercially zoned areas between the hours of 9:00 p.m. and 7:00 a.m. the following day. However, the City of Santa Fe Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is acquired any night closures, must be coordinated at least 48 hours in advance with the Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The city reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the contractor work nights, the city may require the contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

END OF NOTICE

E. STANDARD SPECIFICATIONS AND GENERAL CONDITIONS

E.1. STANDARD SPECIFICATIONS

For: 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall, RFB # '22/21/B.

The "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2019 Edition, and the New Mexico Standard Specifications for Public Works Construction, are incorporated by reference, the same as if fully rewritten therein, in the contract, proposal, bond, and other contract documents for work to be performed under this contract for the City of Santa Fe. Said "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2019 Edition, and the New Mexico Standard Specifications for Public Works Construction, are for the purpose of the contract, proposal, bond, and other contract documents, supplemented, modified, and amended as follows, and as may be hereinbefore and hereinafter provided. In the event of a conflict between codes, the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction 2019 Edition shall govern construction methods and procedures.

Whenever, in the Special Provisions and Supplemental Specifications the word "Section" is followed by a number and a caption (such as "Section 102.4 – Rejection of Proposals") reference is made to that specific section of the "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2019 Edition. The Supplemental General Conditions, Special Provisions and Supplemental Specifications shall govern over the Standard Specifications and are hereby made a part of the Contract Documents.

Where a conflict occurs between NMDOT and City of Santa Fe Special Provisions or City of Santa Fe Instructions to Bidders, the City of Santa Fe Special Provisions and Instructions to Bidders shall control.

New Mexico Department of Transportation Standard Specifications, Special Provisions, and Supplemental Specifications shall be interpreted using the following list where not covered by the Supplemental General Conditions contained herein. References listed to the right are to replace those on the left where those on the left appear in the text.

REFERENCE:	REPLACE WITH:
Commission, Department, District, District Engineer, The State Highway Commission or Department, Cabinet Secretary or Secretary	The City of Santa Fe except where such reference is to rules, codes, or regulations, or pre-qualification of bidders of the New Mexico Department of Transportation
Department	The City or its Consultant as applicable
Engineer	The City of Santa River, Watershed & Trails Division Director acting through her duly authorized representative who is normally the Project Engineer, Project Manager or Consulting Engineer.

Project Manager	The individual designated by the Engineer who is responsible for observing construction and the administration of the project.
State	City or Owner

The General Provisions, Special Provisions, and Supplemental Specifications in the following sections modify the New Mexico Department of Transportation Standard Specification for the City of Santa Fe Projects.

E.2. GENERAL PROVISIONS

All provisions of the “New Mexico Department of Transportation Standard Specifications for Road and Bridge Construction” – 2019 Edition shall apply except as modified herein.

DIVISION 100 - GENERAL PROVISIONS

SECTION 101 - ABBREVIATIONS, SYMBOLS, TERMS, AND DEFINITIONS

SECTION 101.4 – TERMS AND DEFINITIONS

Add the following definitions:

AS-BUILT PLANS - Final drawings reflecting work and quantities performed under the contract.

CITY - The City of Santa Fe, New Mexico.

CONDUIT - A pipe of tube used for receiving and protecting utility lines.

CONTRACT ITEM (PAY ITEM) – A specifically described unit of work for which a price is provided in the contract.

COST REDUCTION PROPOSALS. Contractor –provided alternates to the work methods or materials specified in the contract that establish a better or approved equal product or result without affecting the functional purpose of the work being revised and that produce a net savings to the owner.

OWNER - The contracting agent. "City of Santa Fe".

RIGHT OF WAY AGREEMENT - A contract with a property owner to sell specific rights to the City for real property necessary to construct or maintain roadways.

UNIT BID PRICE - The Price established by the Contractor for an individual item of work on the bid form.

Modify the following definitions:

ASSISTANT DISTRICT ENGINEER – Delete entire definition.

AWARD - Delete the entire sentence and replace with: "The written acceptance by the owner of the complete set of Contract Documents as set forth in the Information for Bidders, Article A.3".

BID FORM - Replace the word "Department" with “Owner”".

BID GUARANTY - Replace the word "Department" with “Owner”".

CABINET SECRETARY - Delete entire definition.

CONSTRUCTION MAINTENANCE EASEMENT - Replace the word "Department" with “Owner”".

CONTRACT - In the first sentence replace the word "'Department" with “Owner”".

CONTRACTOR - Replace the word "Department" with “Owner”".

DEPARTMENT - Delete entire subsection.

DISTRICT - Delete entire definition.

DISTRICT ENGINEER - Delete entire definition.

ENGINEER - Delete entire definition and replace with "River, Watershed & Trails Division Director acting through and duly authorized representative, who is normally the Project Engineer, Project Manager or Consulting Engineer".

ENVIRONMENTAL SPECIALIST – At the beginning after “The individual” add “designated by the Engineer,”

GENERAL OFFICE - Delete entire definition.

LABORATORY - Delete entire definition and replace with "'An approved testing laboratory under the supervision and responsibility of a New Mexico Registered Professional Engineer".

LANDSCAPE ARCHITECT – Replace the word “Department” with “Owner””.

LIGHTING AND SIGNING ENGINEER - Replace the word "Department" with “Owner”".

PAY ADJUSTMENT - Replace the word "Department" with “Owner”".

PROFILE GRADE - Replace the word "Department" with "Engineer".

PROJECT MANAGER - Delete entire definition and replace with "The individual designated by the Engineer who is responsible for observing construction and the administration of the project".

SECRETARY - Delete entire definition.

SUBSTANTIAL COMPLETION – Replace the words “ADE-Construction” with “Engineer”.

UNBALANCED BID - Replace the word "Department" with “Owner”".

VALUE ENGINEERING COST PROPOSAL - Replace the word "Department" with “Owner””.

WORKING DAY - Replace the word "Department" with “Owner”".

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.3 SUSPENSION AND DEBARMENT. Delete the paragraph in its entirety and substitute the following:

SUSPENSION FROM BIDDING. The Owner may suspend for a period of up to thirty-six months any person and any subsidiary or affiliate of any person from bidding on City projects and from being a subcontractor or supplier on City projects if that person or any officer, director, employee or agent of that person is debarred under New Mexico State Highway and Transportation Department Regulations or City of Santa Fe Purchasing provisions. Under that section, "a person" means any individual, partnership,
Corporation, association or other entity formed for the purpose of doing business as a contractor, subcontractor or supplier."

102.5 REJECTION OF BIDS. Replace the word "Department" with “Owner”".

102.7 EXAMINATION OF CONTRACT, PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK. Replace the word "Department" with “Owner”" throughout entire subsection.

102.8 Delete Subsection 102.8 - PREPARATION OF BID and substitute the following:

PREPARATION OF BID. The bidder shall submit his proposal on the forms furnished by the Owner. The blank spaces in the proposal shall be filled in correctly where indicated, for each item given and the bidder shall state both in words and numerals, written or printed in ink or typewritten, the unit bid prices for which he proposes to do each item of the work contemplated. In case of a discrepancy between the prices written in words and those written in numerals, the prices written in words shall govern.

In the event that either the unit bid price written in words or the unit bid price written in numerals is inadvertently omitted, the unit bid price that is shown for that item shall govern. If both the written and numerical unit bid price is omitted, the extended total shall be divided by the estimated quantity thereby establishing a unit bid price. If the written price, numerical unit bid price and extended total are omitted, the bid proposal shall be rejected.

The bidder shall specify a unit bid price for each item, except when a unit bid price is established by the Owner. The unit bid price will be taken to include any and all insurance and overhead expense necessary to complete that bid item.

The bidder shall show the products of the respective unit bid prices and quantities and shall also show the total amount of his bid in the space provided in the proposal form. Said total amount bid shall be the total sum obtained by adding the amounts of the individual items.

The bidder is permitted to show the amount(s) for the respective unit bid price(s) written in words and written in numerals to a maximum of two decimal places. Any additional decimal places in excess of two shall be truncated and will not be considered in the processing of the proposal.

102.9 INNOVATIVE CONTRACT INCENTIVES. Replace the word "Department" with “Owner”".

SECTION 103 - AWARD AND EXECUTION OF CONTRACT.

103.1 CONSIDERATION OF BIDS. Replace the word "Department" with “Owner”" throughout the subsection.

103.2 NOTICE OF PRELIMINARY AWARD OF CONTRACT - Replace the word "Department" with “Owner”" throughout the subsection. Change the time to award contract from thirty-(30) calendar days to sixty-(60) calendar days.

103.3 BIDDING DISPUTE RESOLUTION PROCEDURES - Replace the word "Department" with “Owner”" throughout the subsections. Replace the word "Cabinet Secretary" with "Engineer" throughout the subsections.

103.4 CANCELLATION OF AWARD. Replace the word "Department" with “Owner”" throughout. Replace the word "Cabinet Secretary" with "Engineer" throughout the subsections.

103.6 CONTRACTOR EXECUTED CONTRACT. Replace the word "Department" with “Owner”".

103.7 FAILURE TO EXECUTE CONTRACT. Replace the word "Department" with “Owner”".

103.8 EXECUTION OF CONTRACT. Replace the word "Department" with “Owner”".

SECTION 104 - SCOPE OF WORK.

104.1 INTENT OF THE CONTRACT. Replace the word "Department" with “Owner”" throughout.

104.2 EXTRA WORK. Replace the word "Department" with “Owner”" throughout the subsection.

104.3 DIFFERING SITE CONDITIONS. Replace the word "Department" with “Owner”".

104.5 MAINTENANCE OF TRAFFIC - Replace the word "Department" with “Owner”" throughout the subsection.

104.6 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK - Replace the word "Department" with “Owner”" throughout the subsection.

104.8 VALUE ENGINEERING COST PROPOSAL (VECP). Replace the word "Department" with “Owner”" throughout the subsection.

SECTION 105 - CONTROL OF WORK.

105.1 RESPONSIBILITY AND AUTHORITY OF THE DEPARTMENT - Replace the word "Department" with “Owner”" in the subsection heading and throughout the subsection.

105.2 PLANS AND WORKING DRAWINGS. Replace the word "Department" with “Owner”" throughout the subsection.

105.3 COMPLIANCE WITH PLANS AND SPECIFICATIONS. Replace the word "Department" with “Owner”" throughout the subsection.

105.5 CONTRACTOR RESPONSIBILITIES. Replace the word "Department" with “Owner”" throughout.

105.7 COOPERATION BETWEEN CONTRACTORS. Replace the word "Department" with “Owner”" throughout.

105.8 AUTHORITY AND DUTIES OF PROJECT MANAGER. Delete entire subsection and substitute the following:

AUTHORITY AND DUTIES OF PROJECT MANAGER. The Project Manager, as a project representative of the Engineer, shall have the authority to conduct on-site observations of the work in progress. Such on-site observation may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used.

The Project Manager will not be authorized to alter or waive the provisions of the contract, issue instructions contrary to the plans or specifications, or act on or undertake any responsibilities of the Contractor.

The Project Manager shall refer to the Engineer all defects and deficiencies occurring in the work and shall be the liaison between the Engineer and the Contractor regarding such defects and deficiencies."

The Project Manager will be responsible for determining constructed quantities and for administration of monthly progress payments.

105.9 DUTIES OF THE INSPECTOR. Delete entire subsection.

105.10 INSPECTION OF WORK. Replace the word "Department" with "Engineer" throughout the subsection.

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. Replace the word "Department" with "Engineer" throughout the subsection.

105.12 LOAD RESTRICTIONS - Replace the word "Department" with “Owner”" throughout the subsection.

105.15 MAINTENANCE DURING CONSTRUCTION - Replace the word "Department" with “Owner”" throughout the subsection.

105.16 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE - Replace the word "Department" with “Owner”" throughout the subsection.

105.18 ACCEPTANCE. Replace the word "Department" with “Owner”" throughout the subsection.

105.19 NOTICE OF INTENT TO CLAIM. Replace the word "Department" with “Owner”" throughout the subsection.

105.20 ADMINISTRATIVE REMEDY. Delete this entire Subsection.

SECTION 106 - CONTROL OF MATERIALS.

106.1 CONTRACTOR-FURNISHED AGGREGATE AND BORROW SOURCE. Replace the word "Department" with “Owner”" throughout.

106.2 SUPPLIER PLANT INSPECTION. Replace the word "Department" with “Owner”" throughout the subsection.

106.3 SAMPLES, TESTS, CITED SPECIFICATIONS. Replace the word "Department" with “Owner”" throughout the subsection. Add to this subsection the following:

Sampling and testing of materials and manufactured items incorporated into the work shall be accomplished as designated in the invitation for bid package. All sampling and testing shall be performed by an approved testing laboratory, on the Department's approved list, under the supervision and responsibility of a New Mexico Registered Professional Engineer. Materials and items manufactured outside the State of New Mexico shall be accompanied by a Certificate of Compliance prepared in accordance with requirements of subsection 106.4 - Certificate of Compliance.

Job mix formulae and design mixes shall be prepared by an approved testing laboratory, on the Department's approved list, under the supervision and responsibility of a New Mexico Registered Professional Engineer. All formulae and design mixes shall be approved by the Engineer prior to materials being incorporated into the work. The Engineer shall determine the type, number, and location of tests to be performed.

Copies of all laboratory and field test results shall be forwarded to the Engineer and the Owner, as soon as reasonably possible after the tests are complete. No subsequent work shall be accomplished until such time that test results have been received and approved by the Project Manager.

The Contractor shall bear the cost of all re-testing due to the first test or subsequent tests failing to show results meeting the specifications.

106.4 CERTIFICATE OF COMPLIANCE - Delete in its entirety and replace with the following:

Submittals include the furnishing of all manufacturer's data, shop drawings, samples, certifications, guarantees, lab and field test reports, operation manuals, maintenance manuals, lubrication charts, design mixes, spare parts lists, special tools, and factory representative required for installation of special items, in full compliance with the Contract Documents. All submittals shall be submitted for Engineer's review before installation or incorporation into work or within 30 days after effective date of Notice to Proceed, unless the Engineer approves a different schedule. Each submittal shall include reference to project and date, general summary description of items being submitted and a certificate of compliance signed by the appropriate company official.

Should any requirements pertaining to submittals not be complied with, including but not limited to submittal time and procedure, Contractor waives any right of claim for loss of time or money purporting to have occurred as a result of any delay in obtaining review of submitted data or shop drawings.

On the following pages are listed items, which will be required to complete the work for which submittals shall be required. The schedule of submittals is for the convenience of the Contractor, and shall not be considered as complete or final. Additional submittals may be required as the Work progresses, which shall be submitted within 15 days of notification.

The following is a general explanation of some of the terms used in the schedule of submittals chart included herein:

Manufacturer's Data: Catalog type literature on the item.

Shop Drawings: Detailed drawings with all dimensions and locations shown.

Samples: The item that will be supplied.

Certifications: Any certifications required by these Specifications or standard specification and/or requirements for that item, to cover raw materials and testing of the final product.

Guarantees: A copy of the guarantee to be given to the Owner on a particular item.

Lab Test Reports: Laboratory test reports required to show that the item meets all specified requirements, or required for the preparation of a design mix or job mix formula.

Field Test Reports: Reports of tests that have been conducted on the item as installed or constructed in the field.

Design Mix: Design or job mix formulae, prepared by a qualified testing laboratory, under the direct supervision of Registered Professional Engineer, stating a recommended mix or combination of materials to produce a specified product. If permitted by the Contract Documents, a design or job mix formula submitted which is not prepared specifically for this Project shall have been prepared within one year of the date of the Agreement and shall be accompanied by a certification from the testing laboratory stating that the materials proposed for use have the same properties as those previously tested.

Computations: Calculation required to arrive at the design of a particular item submitted as a shop drawing.

Schedule of Submittals:	Manufacturer & Data & Source	Shop Drawings	Samples	Certificates	Lab Test Reports	Field Test Reports
Graded gravel filter					X	X
Structure Rock			X		X	
Culvert Pipe	X			X		
Rip Rap				X	X	
Geotextile Fabric	X			X		
Pollution Control Measures	X			X		
Revegetation Seed Mix	X			X		
Plantings			X	X		
Temporary Irrigation Plan		X		X		
Traffic Control Plan				X		
Temporary Erosion and Sediment Control Plan				X		
SWPPP Statement				X		

106.5 FOREIGN MATERIALS - Replace the word "Department" with “Owner”" throughout the subsection.

106.8 DEPARTMENT-PROVIDES MATERIAL. Delete this title and replace with "NON-CONTRACTOR FURNISHED MATERIAL". Replace the words "the Department" with "others".

106.9 MATERIALS DESIGNATED BY TRADE NAME - Replace the word "Department" with “Owner”" throughout the subsection.

106.10 EQUIPMENT GUARANTEES AND WARRANTIES. Replace the word "Department" with “Owner”" throughout. In the second sentence replace the wording "six (6) months" with "two years", and add to this subsection the following:

"General Guaranty"

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. **The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of two years from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness."**

SECTION 107 - LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS, AND RESPONSIBILITY TO THE PUBLIC.

107.1 LAWS TO BE OBSERVED. First paragraph, last sentence, replace "state" with “Owner”".

107.2 PERMITS, LICENSES, AND TAXES. Replace the word "Department" with “Owner”".

107.5 PATENTED DEVICES, MATERIALS, AND PROCESS. Replace the word "Department" with “Owner”" throughout the subsection.

107.6 RESTORATION OF SURFACES OPENED BY PERMIT. First paragraph replace “Department with “Owner”". Second paragraph, delete the last sentence and replace with "Individuals, firms or corporations wishing to make an opening in the highway surface must secure a permit from the New Mexico State Highway and Transportation Department and the Owner. The Contractor shall allow parties bearing said permits, and only those parties, to make openings in the highway.

107.7 FEDERAL AID PROVISION. Replace the word "Department" with "City".

107.8 SANITARY, HEALTH, AND SAFETY PROVISIONS. Replace the word "Department" with "City". Contractor will be required to post information sign board containing project information about the contractor, wage rates, safety and cultural and environmental protection and any other information required by the Owner. Signs must be posted at the work area and must be easily visible and readable by pedestrians. Signs must be kept in good condition. <u>See Appendix A: EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS that shall be completed and posted by the Contractor at the information sign board.</u>

107.10 RAILROADS. Replace the word "Department" with “Owner”" throughout the subsection.

107.12 ENVIRONMENTAL, CULTURAL RESOURCE AND HAZARDOUS MATERIALS DISCOVERIES. Replace the word "Department" with “Owner”" throughout the subsection.

107.13 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO ENVIRONMENTAL AND CULTURAL RESOURCES. Replace the word "Department" with "Owner"".

107.14 CONTRACTOR'S RESPONSIBILITY FOR ENVIRONMENTAL AND CULTURAL RESOURCE PROTECTION. Replace the word "Department" with "Owner"".

107.15 HAZARDOUS MATERIALS. Replace the word "Department" with "Owner"".

107.18 PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY. Replace the word "Department" with "Owner"".

107.19 RESPONSIBILITY FOR THIRD PARTY CLAIMS AND DUTY TO DEFEND. Replace the word "Department" with "Owner"".

107.20 CONTRACTOR'S RESPONSIBILITY TO PROTECT THE WORK. Replace the word "Department" with "Owner"" throughout the subsection.

107.22 FURNISHING RIGHT OF WAY. Replace the word "Department" with "Owner"".

107.23 PERSONAL LIABILITY OF PUBLIC OFFICIALS. Replace the word "Department" with "Owner"" throughout the subsection.

107.24 NO THIRD-PARTY LIABILITY. Replace the word "Department" with "Owner"" throughout the subsection.

107.25 INSURANCE REQUIREMENTS. Replace the word "Department" with "Owner"" throughout the subsection.

107.26 NO WAIVER OF LEGAL RIGHTS. Replace the word "Department" with "City" throughout the subsection.

107.27 CONTRACTORS RESPONSIBILITY FOR THE TRAVELING PUBLIC. In the subsection second paragraph replace the word "Department" with "City".

SECTION 108 - PROSECUTION AND PROGRESS.

108.1 SUBCONTRACTING. Replace the word "Department" with "Owner"" throughout the subsection.

108.2 NOTICE TO PROCEED AND PRE-CONSTRUCTION CONFERENCE. Replace the word "Department" with "Owner"" throughout the subsection.

108.3 SCHEDULE. Replace the word "Department" with "Owner"" throughout the subsection.

108.4 UNSATISFACTORY PROGRESS OF WORK. Replace the word "Department" with "Owner"" throughout the subsection.

108.6 DETERMINATION AND EXTENSION OF CONTRACT TIME. Replace the word "Department" with "Owner"" throughout the subsection.

108.8 LIQUIDATED DAMAGES. Replace the word "Department" with "Owner"" throughout the subsection.

108.9 DEFAULT OF CONTRACT. Replace the word "Department" with "Owner" throughout the subsection.

108.10 TERMINATION OF CONTRACT; NO FAULT OF CONTRACTOR. Replace the word "Department" with “Owner”" throughout the subsection.

SECTION 109 - MEASUREMENT AND PAYMENT.

109.1 MEASUREMENT OF QUANTITY. Replace the word "Department" with “Owner” throughout the subsection.

109.2 APPROVED EQUIPMENT RENTAL RATES. Replace the word "Department" with “Owner” throughout the subsection.

109.3 SCOPE OF PAYMENT. Replace the word "Department" with “Owner” throughout the subsection.

109.4 COMPENSATION FOR OVERRUN / UNDERRUN QUANTITIES. Replace the word "Department" with “Owner” throughout the subsection.

109.5 PAYMENT FOR CHANGES, DIFFERING SITE CONDITIONS, AND EXTRA WORK. Replace the word "Department" with “Owner” throughout the subsection.

109.6 FORCE ACCOUNT. Replace the word "Department" with “Owner” throughout the subsection.

109.7 ELIMINATED ITEMS. Replace the word "Department" with “Owner” throughout the subsection.

109.8 PROGRESS PAYMENTS. Replace the word "Department" to “Owner" throughout.

109.10 PROJECT CLOSURE. Replace the word "Department" with “Owner”" throughout the subsection.

109.11 COMPENSATION FOR CLAIMS. Replace the word “Department” with “Owner”” throughout the subsection.

CITY OF SANTA FE
NEW MEXICO

CONSTRUCTION DRAWINGS FOR THE:

500 C (CWSRF088) - SANTA FE
RIVER REPAIR AND BANK STABILIZATION:
RICARDO BRIDGE TO THE DON JOSE OUTFALL

SHEET INDEX

SHEET NO.	SHEET NAME
1.	SHEET INDEX
2.	COVER (ORIGINAL)
3.	COVER SHEET (ORIGINAL)
4.	GENERAL NOTES
5.	OVERALL PLAN KEY MAP
6.	DEMOLITION PLAN
7.	GRADING PLAN & PROFILE -AREA 4
8.	GRADING PLAN & PROFILE -AREA 5
9.	GRADING PLAN & PROFILE -AREA 6
10.	GRADING PLAN & PROFILE -AREA 6A
11.	GRADING PLAN & PROFILE -AREA 7
12.	GRADING PLAN & PROFILE -AREA 8
13.	CONSTRUCTION DETAILS
14.	REVEGETATION PLAN -AREA 5
15.	REVEGETATION PLAN -AREAS 6, 6A & 7
16.	REVEGETATION PLAN -AREA 8
17.	PERMITS

NOTE:

REVISION CLOUDS ON THE FOLLOWING SHEETS REPRESENT MINOR REVISIONS NECESSARY TO CONSOLIDATE DRAWING SHEETS FROM THE TWO (2) SETS OF PLANS PREVIOUSLY APPROVED FOR CONSTRUCTION.

JOHN M. CRITCHFIELD NEW MEXICO 21126 11/5/2021 PROFESSIONAL ENGINEER

NOTES:

THIS PROJECT INVOLVES THE CONSTRUCTION OF IMPROVEMENTS ORIGINALLY APPROVED FOR CONSTRUCTION IN 2018 AND 2019. SEE FOLLOWING SHEETS FOR ORIGINAL COVER SHEETS WITH DEPARTMENT APPROVALS.

william j. miller ENGINEERS

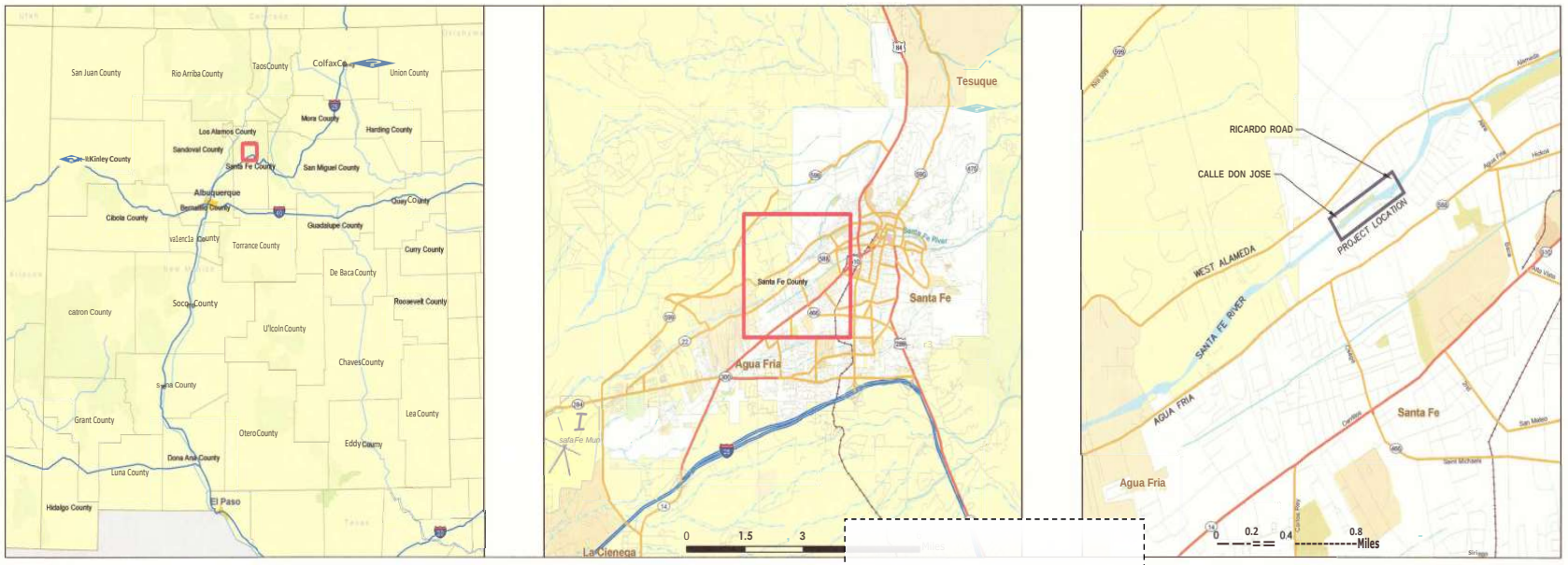
William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

SHEET INDEX

500 C (CWSRF088) - SANTA FE
RIVER REPAIR AND BANK STABILIZATION:
RICARDO BRIDGE TO DON JOSE OUTFALL
SANTA FE, NM

Designed By: AMR | Checked By: JMC | Project Numbers: 1511.00 | NOVEMBER 15, 2021 |

CIP 500 C: SANTA FE RIVER
FLOOD DAMAGE REPA RS
RICARDO ROAD TRAIL BRIDGE TO CALLE DON JOSE STORM DRAIN OUTFALL



VICINITY MAPS

SHEET INDEX

Sheet No.	Sheet Name
1	COVER SHEET
2	GENERAL NOTES
3	OVERALL SITE KEY MAP
4	PLAN AND PROFILE = AREAS 1-4
5	PLAN AND PROFILE = AREA 5
6	PLAN AND PROFILE = AREA 8
7	PLAN AND PROFILE = AREAS 10-11
8	PLAN AND PROFILE = AREA 9
9	PLAN AND PROFILE = AREA 12
10	CONSTRUCTION DETAILS
11	REVEGETATION PLANS – AREAS 1-4
12	REVEGETATION PLAN – AREA 5
13	REVEGETATION PLAN – AREA 8
14	REVEGETATION PLANS – AREAS 10-11
15	REVEGETATION PLAN - AREA 12
16	PERMITS
17	

CITY OF SANTA FE, NM

APPROVED BY CITY OF SANTA FE
PUBLIC WORKS DEPARTMENT DIRECTOR — DATE

APPROVED BY CITY OF SANTA FE
PARKS & TRAILS ENGINEERING DIVISION DIRECTOR — DATE

REVIEWED BY CITY OF SANTA FE
MAYOR'S COMMITTEE ON DISABILITY
ADA COORDINATOR — DATE

REVIEWED BY CITY OF SANTA FE
HISTORIC PRESERVATION DIVISION
HISTORIC PRESERVATION DIVISION — DATE

SITES SOUTHWEST
121 TIJERAS NE SUITE 3100
ALBUQUERQUE. NM 87102
PHONE:505-822-8200
FAX:505-822-8282
E-MAIL: mail@sites-sw.com
WEB: www.sites-sw.com
CONSULTANTS
William J Miller ENGINEERS

PROJECT
CIP 500 C: SANTA FE RIVER
FLOOD DAMAGE REPAIR

MARK	DATE	DESCRIPTION

PROJECT NO: SSW 2019052 WJM 19060
ISSUE DATE: JUNE 28, 2019
CAD DWG FILE: 20190628 100PCT.DWG
DRAWN BY: RMO
CHK'D BY:
COPYRIGHT: Sites Southwest

COVER

C1

SHEET 1 OF 17

PREPARED FOR:

CITY OF SANTA FE: RVER & WATERSHED PUBLIC WORKS DEPARTMENT
CONTACT: MELISSA A. MCDONALD, RLA
PHONE: 505-95 840
EMAIL: MAMCDONALD@SANTAFENM.GOV

PREPARED BY:

WILLIAM J MILLER ENGINEERS, INC.
1511 THIRD ST.,
SANTA FE, NM 87505

CONTACT: JOHN CRITCHFIELD
PHONE: 505-983-7694
FAX: 505-983-8205
EMAIL: JOHN@WJMILLERENGINEERS.COM

ENGINEER'S CERTIFICATE

I, JOHN **M.** CRITCHFIELD, HEREBY CERTIFY THAT I **AM A** PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW MEXICO, QUALIFIED IN CIVIL ENGINEERING; THAT THIS DOCUMENT FOR THE SANTA FE RIVER & TRAIL (PHASE 38) WAS PREPARED BY ME OR UNDER MY SUPERVISION AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. CRITc.

JOHN M. CRITCHFIELD, LICENSE NO. 21128

DATE: JiiNE 18 2012.

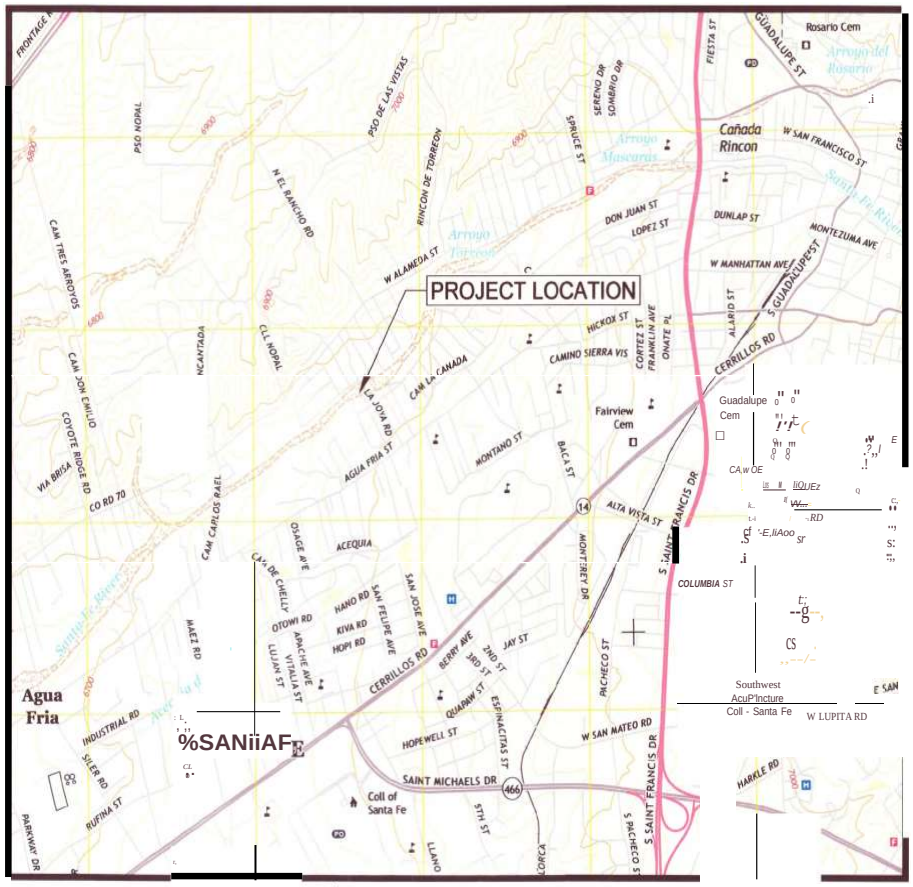
CITY OF SANTA FE
NEW MEXICO

CONSTRUCTION DRAWINGS FOR THE:

SANTA FE RIVER & TRAIL (PHASE 38)
RIVER BANK AND ROCK RUNDOWN REPAIRS

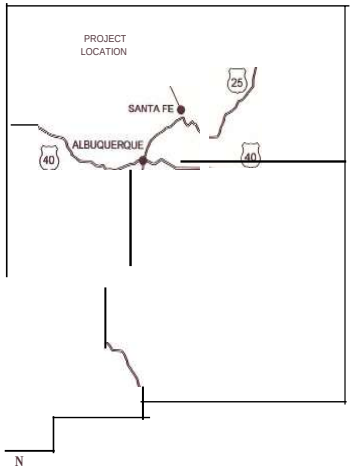
SHEET INDEX:

1. COVER SHEET
2. GENERAL NOTES, PERMITS AND MATERIAL QUANTITIES
3. DEMOLITION PLAN
4. GRADING PLAN AND PROFILE
5. ADDITIVE ALTERNATIVE 4- LA JOYA ST. STORMWATER CHANNEL PLAN, PROFILE AND SECTIONS
6. ADDITIVE ALTERNATIVE 3 -ALEJANDRO ST. STORMWATER CHANNEL PLAN PROFILE AND SECTIONS
7. CROSS SECTIONS - SANTA FE RIVER STA: 39+00 TO STA: 41+50
8. CROSS SECTIONS - SANTA FE RIVER STA: 36+56 TO STA: 37+60
9. REVEGETATION PLAN



PROJECT SITE MAP
N.T.S.

SOURCE: USGS US TOPO SANTA FE, **NM** 2017



PROJECT LOCATION MAP

APPROVED BY CITY OF SANTA FE PUBLIC WORKS DEPARTMENT DIRECTOR	7/10/18 DATE
APPROVED BY CITY OF SANTA FE ROADWAY & TRAILS ENGINEERING DIVISION DIRECTOR	7/10/18 DATE
REVIEWED BY CITY OF SANTA FE MAYOR'S COMMITTEE ON DISABILITY ADA COORDINATOR	DATE
REVIEWED BY CITY OF SANTA FE **HISTORIC PRESERVATION DIVISION** Nicole & Rand Thomas HISTORIC PRESERVATION DIVISION	6/21/18 DATE

Design Revisions			
Rev. No.	Description	Approved	Date
	POST-FLOOD DESIGN CHANGES	WJM	DEC 2018

william j. miller ENGINEERS
William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, **NM** 87505

COVERSHEET (ORIGINAL)

CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE 3B)
SANTA FE, NM

Designed By: AMR Checked By: Date/Initials: JUNE 29 2018

GOVERNING SPECIFICATIONS

1) THE CONTRACTOR SHALL ABIDE BY ALL LOCAL, STATE, AND FEDERAL LAWS, REGULATIONS, AND RULES WHICH APPLY TO THIS PLAN SET. THIS SHALL INCLUDE ALL ADA REGULATIONS.

2) SPECIFICATIONS FOR THIS PROJECT WILL BE THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, ~~2014~~ 2019 EDITION. REFERENCES TO "THE CITY" SHALL IMPLY THE CITY OF SANTA FE FOR THIS PROJECT. IN THE EVENT OF A CONFLICT AMONG CODES THE NMDOT STANDARDS AND SPECS SHALL GOVERN.

MONUMENTATION INFORMATION

1) A SUPPLEMENTAL HYDROGRAPHIC SURVEY WAS PERFORMED ON MARCH 26, 2019 BY WOLF ENGINEERING TO COLLECT DATA REFLECTING THE POST-FLOOD CHANGES TO THE RIVER CHANNEL. A TRIMBLE R-8 RTK GPS WITH TSC2 DATA COLLECTOR WAS USED TO COLLECT HYDROGRAPHIC DATA. SEVERAL TEMPORARY BENCHMARKS WERE LOCATED AS WELL AS EXISTING TOP OF SEWER MANHOLE ELEVATIONS IN THE PROJECT VICINITY. AN OPUS-RS SOLUTION WAS PERFORMED FOR THE BASED STATION (TBM1). THE PROJECT COORDINATES ARE REFERENCED TO NM CENTRAL ZONE NAD 83 (FT) AND NAVD 1988 (FT) (GEOID 12A). ANOTHER SUPPLEMENTAL HYDROGRAPHIC SURVEY WAS PERFORMED ON OCTOBER 22, 2021 BY WILLIAM J. MILLER ENGINEERS INC. TO COLLECT DATA REFLECTING CHANGES TO THE RIVER CHANNEL IN THE VICINITY OF AREA 4 AND AREA 6. A TOPCON GTS-212 TOTAL STATION INSTRUMENT WAS USED TO COLLECT HYDROGRAPHIC DATA.

2) PROTECTION OF SURVEY MONUMENTS: THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT HORIZONTAL AND VERTICAL CONTROL SURVEY MONUMENTS (MARK) FROM DAMAGE PRIOR TO INITIATING CONSTRUCTION. AN INVENTORY OF THE EXISTING MONUMENTS WILL BE TAKEN BY THE PROJECT MANAGER AND THE CONTRACTOR WITH ACKNOWLEDGEMENTS PRIOR TO START OF CONSTRUCTION. IF DURING THE COURSE OF CONSTRUCTION OPERATIONS, THE CONTRACTOR DISTURBS OR DESTROYS A MARK, THE CONTRACTOR SHALL ESTABLISH A NEW MARK IN COMPLIANCE WITH THE STANDARDS AND PROCEDURES SET FORTH IN THE "GEODETIC MARK PRESERVATION GUIDEBOOK," NATIONAL GEODETIC SURVEY, MARCH 1995. CONTACT # NGS MARK PRESERVATION CENTER-NOAA, TELEPHONE 508-768-3606. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.

TRAFFIC CONTROL

1) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPROVAL FOR TRAFFIC CONTROL PROCEDURES FROM CITY OF SANTA FE PUBLIC WORKS.

2) THE CONTRACTOR SHALL BE THE RESPONSIBLE PARTY FOR THE IMPLEMENTATION AND MAINTENANCE OF ALL TRAFFIC CONTROL PROCEDURES AND MATERIALS. THE CONTRACTOR SHALL HAVE PERSONNEL AVAILABLE ~~24 HOURS PER DAY, SEVEN (7) DAYS PER WEEK~~ EACH WORK DAY TO INSPECT AND MAINTAIN TRAFFIC CONTROL DEVICES AS DIRECTED BY THE PROJECT MANAGER.

3) THE CONTRACTOR WILL BE REQUIRED TO MAINTAIN A TRAFFIC CONTROL BINDER WHICH SHALL BE AVAILABLE FOR REVIEW BY THE CITY PROJECT MANAGER. COST OF THIS WORK IS TO BE INCLUDED IN THE UNIT BID PRICE FOR CONSTRUCTION TRAFFIC CONTROL.

4) THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE SAFETY OF PEDESTRIAN AND VEHICULAR TRAFFIC IN THE CONSTRUCTION ZONE BY ENSURING THAT ALL NECESSARY SAFETY PRECAUTIONS ARE TAKEN AS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES, INCLUDING, BUT NOT LIMITED TO: GUARD FENCES, BARRICADES, LIGHTS AND WARNING SIGNS.

5) PUBLIC ACCESS TO LOCAL BUSINESSES, RESIDENCES AND ROADWAYS: THE CONTRACTOR SHALL PROVIDE INGRESS AND EGRESS TO LOCAL BUSINESSES AND RESIDENCES AND ALL LOCAL ROADWAYS FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL ADVISE OF AND SCHEDULE ACCESS CLOSURES AT LEAST 24 HOURS IN ADVANCE WITH PROPERTY OWNERS AND THE PROJECT MANAGER.

6) THE CONTRACTOR SHALL ADHERE TO ALL REQUIREMENTS LISTED IN THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

7) ALL DEVICES SHALL ADHERE TO THE REQUIREMENTS OF SECTION 702 – CONSTRUCTION TRAFFIC CONTROL DEVICES IN THE ~~2014~~ 2019 EDITION OF THE NMDOT STANDARD SPECIFICATIONS BOOK.

8) ANY PROPOSED CHANGES TO THE CONSTRUCTION SEQUENCE AND/OR TRAFFIC CONTROL PLAN MUST BE SUBMITTED BY THE CONTRACTOR TO THE PROJECT MANAGER FOR APPROVAL. NO PAYMENT WILL BE MADE FOR ANY ADDITIONAL COST RESULTING FROM CHANGES TO THE CONSTRUCTION SEQUENCE OR TRAFFIC CONTROL PLAN. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A LETTER OF JUSTIFICATION FOR THE CHANGES WITH THE FOLLOWING ITEMS INCLUDED:

- A REVISED TRAFFIC CONTROL PLAN INCLUDING A SUMMARY OF QUANTITIES AND A COST ESTIMATE.
- THE REVISED TRAFFIC CONTROL PLAN SHALL BE DRAFTED ON 11X17 PAPER AND SEALED BY A LICENSED ENGINEER. THE SUBMITTAL PAPER SHALL MEET CURRENT DRAFTING STANDARDS.
- CHANGES TO THE TRAFFIC CONTROL PLAN MUST BE APPROVED BY THE CITY AT LEAST ONE (1) WEEK IN ADVANCE OF THE IMPLEMENTING CHANGES TO THE SITE.

9) BARRIERS TO PREVENT PEDESTRIANS AND CYCLISTS FROM ENTERING CONSTRUCTION ZONES SHOULD BE CONTINUOUS AND CONSTRUCTED OF RIGID MATERIALS IN ORDER TO BE DISCERNED BY PEDESTRIANS AND CYCLISTS WITH VISION IMPAIRMENTS. THE USE OF "CAUTION" TAPE, "SNOW FENCE," PEDESTRIAN SCREEN FENCING OR OTHER MEASURES IS NOT ACCEPTABLE FOR DEFINING A PEDESTRIAN ROUTE AS THESE MATERIALS ARE EASILY BROKEN AND DO NOT ADEQUATELY DIRECT PEDESTRIANS INTO THE TEMPORARY PATHWAY. TEMPORARY 6-FOOT HIGH CHAIN LINK PANEL FENCING WITH PANEL STANDS CONSTRUCTED IN ACCORDANCE WITH SECTION 607.2.3 IS A SUITABLE BARRIER. SIGNS SHALL BE INSTALLED ON THE TEMPORARY FENCING THAT READ IN BOTH ENGLISH AND SPANISH THE FOLLOWING MESSAGE: "BARRIER ACTIVE CONSTRUCTION, DO NOT ENTER."

GENERAL CONSTRUCTION

1) THE CONTRACTOR SHALL PROVIDE A LIST OF CONTACT PERSONNEL RESPONSIBLE FOR SITE CONSTRUCTION INCLUDING MINIMUM TELEPHONE NUMBERS AND AT LEAST ONE EMERGENCY TELEPHONE NUMBER ACTIVE ON A 24-HOUR BASIS.

2) ANY TEMPORARY ACCESS ROUTES FOR PEDESTRIANS AND BICYCLISTS SHALL BE COMPLIANT WITH A.D.A. REQUIREMENTS.

3) THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING A YARD SITE SUITABLE TO STORE ALL EQUIPMENT AND MATERIALS TO BE USED ON THIS PROJECT. THE CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIAL WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT PERMISSION FROM THE PROJECT MANAGER. ALL COSTS ASSOCIATED WITH THIS TASK, INCLUDING TAXES, SHALL BE BORNE BY THE CONTRACTOR. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

4) AS-BUILT PLANS: THE CONTRACTOR SHALL MAINTAIN AN UP-TO-DATE SET OF AS-BUILT PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT WITHIN ONE WEEK AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY THE PROJECT MANAGER THROUGHOUT THE PROJECT. THE FINAL AS-BUILT PLANS SHALL BE SUBMITTED TO THE PROJECT MANAGER AT THE TIME OF FINAL WALK-THROUGH PRIOR TO FINAL PAYMENT.

5) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE NECESSARY ARRANGEMENT FOR OBTAINING THE WATER NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHOULD CONTACT THE CITY'S WASTEWATER DIVISION AT 955-4650 FOR MORE INFORMATION AND PRICING REGARDING THE USE AND PRICING OF THE FIRE HYDRANT WATER METERING IF AVAILABLE. ANY ASSOCIATED COSTS WILL BE INCIDENTAL TO COMPLETION OF THE PROJECT AND NO SEPARATE PAYMENT WILL BE MADE THEREFOR.

6) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVALS REQUIRED TO COMPLETE THE PROJECT. ADDITIONAL REMOVALS NOT SHOWN ON THE PLANS MAY BE DESIGNATED BY THE PROJECT MANAGER. ALL REMOVALS UNLESS OTHERWISE INDICATED SHALL BE INCIDENTAL TO CLEARING AND GRUBBING.

7) ANY SALVAGEABLE MATERIALS REMOVED FROM THIS PROJECT SHALL BE HAULED AND STOCKPILED AT A LOCAL LOCATION DETERMINED BY THE OWNER'S REPRESENTATIVE. SALE OF SUCH MATERIALS SHALL BE INCIDENTAL TO BID ITEM ~~202001 CLEARING AND GRUBBING~~ – DEMOLITION AND REMOVAL OF EXISTING STRUCTURE.

8) THE CONTRACTOR WILL BE REQUIRED TO CONFINE HIS WORK WITHIN THE CONSTRUCTION LIMITS AND/OR NEW RIGHT-OF-WAY LIMITS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROHIBIT VEHICLES AND EQUIPMENT FROM DRIVING UPON, PARKING OR TURNING ON PRIVATE PROPERTY ADJACENT TO PROJECT LIMITS.

9) OVERNIGHT PARKING OF VEHICLES OR EQUIPMENT WITHIN THE RIVER CHANNEL IS PROHIBITED.

10) THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PUBLIC AND PRIVATE PROPERTY, INCLUDING BUT NOT LIMITED TO WALLS, POWER STRUCTURES, FENCES, SIDEWALKS, TRAILS, DRIVES, SEWER OR WATER LINES, VALVE BOXES, MANHOLES, CURB AND GUTTER, ETC., DURING CONSTRUCTION AND SHALL REPAIR OR REPLACE SAME AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTATION OF ANY EXISTING DAMAGE PRIOR TO START OF CONSTRUCTION.

11) ALL DIMENSIONS ON PLANS ARE APPROXIMATE AND SUBJECT TO FIELD VERIFICATION AND/OR MODIFICATIONS IF NECESSARY TO FIT EXISTING CONDITIONS. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ALL OTHER PERTINENT INFORMATION THAT MAY BE REQUIRED TO COMPLETE THE WORK AND COORDINATE ANY REQUIRED CHANGES WITH THE PROJECT ENGINEER.

12) CONTRACTOR SHALL MAINTAIN A GRAFFITI-FREE WORK SITE. CONTRACTOR SHALL REMOVE ANY GRAFFITI WITHIN 24 HOURS FROM ALL CONSTRUCTION MATERIALS EQUIPMENT AND SIGNAGE, WHETHER PERMANENT OR TEMPORARY.

13) ALL QUANTITIES SCHEDULED IN THE PLANS ARE FOR ESTIMATING PURPOSES ONLY. PAYMENT AND MEASUREMENT OF QUANTITIES SHALL BE DONE IN ACCORDANCE WITH SECTION 109 – MEASUREMENT AND PAYMENT OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION.

14) THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER A CRITICAL PATH PROJECT SCHEDULE, INCLUDING WEEKLY CONSTRUCTION MEETINGS WITH PRE-SET DATES, TWO (2) WEEKS PRIOR TO THE PRE-CONSTRUCTION CONFERENCE. THE SCHEDULE SHALL BE UPDATED MONTHLY OR AS REQUIRED BY THE PROJECT MANAGER. THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.

15) CITY OF SANTA FE NOISE ORDINANCE SFCC 5-10-2.48.(5)(A) PROHIBITS OPERATION OF EQUIPMENT USED IN CONSTRUCTION WORK ON STREETS IN RESIDENTIAL OR COMMERCIALLY ZONED AREAS BETWEEN THE HOURS OF 9:00 P.M. AND 7:00 A.M. THE FOLLOWING DAY. THOSE REQUIREMENTS WILL ALSO BE ENFORCED FOR THIS PROJECT AREA. IN ACCORDANCE WITH SFCC 5-10-2.48.(5)(B) THE CONTRACTOR MAY REQUIRE APPROVAL OF A PERMIT TO BE EXEMPT FROM THE AFOREMENTIONED NOISE ORDINANCE FOR THE DURATION OF PROJECT CONSTRUCTION.

16) THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING TREES AND OTHER VEGETATION TO REMAIN PER THE REQUIREMENTS IDENTIFIED IN THESE PLANS. SEE PLAN SHEETS FOR ADDITIONAL INFORMATION.

17) NO WORK IN THE SANTA FE RIVER CHANNEL OR BELOW THE ORDINARY HIGH WATER MARK SHALL OCCUR DURING SPRING RUNOFF OR SUMMER MONSOON SEASONS IN ACCORDANCE WITH CONDITION 4 OF THE CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION. SPRING RUNOFF SEASON TYPICALLY BEGINS ON APRIL 15 FOR THE SANTA FE RIVER CHANNEL. SEE REPORTS SHEET FOR ADDITIONAL INFORMATION REGARDING CLEAN WATER ACT SECTION 404/SECTION 401 REQUIREMENTS.

EARTHWORK

1) THE EARTHWORK QUANTITIES ARE BASED ON FINAL VOLUMES COMPACTED IN PLACE. ON-SITE EXCAVATION AND BACKFILL QUANTITIES ARE BASED ON AN ASSUMED SHRINK/SWELL FACTOR OF 1.0.

2) UNLESS OTHERWISE STATED WITHIN THIS PLAN SET, ALL SIDESLOPES SHALL BE SHOWN MAXIMUM KEEPING SLOPES FLATTER WHEREVER POSSIBLE AS DIRECTED BY THE PROJECT MANAGER. SLOPES SHALL TRANSITION SMOOTHLY TO EXISTING GRADES AND ADJACENT STRUCTURES IN ALL CASES. THE CONTRACTOR SHALL WARP SLOPES WHERE NECESSARY TO STAY WITHIN THE RIGHT-OF-WAY OR CONSTRUCTION LIMITS OR TO MEET EXISTING STRUCTURES.

3) MATERIAL PITS: NO MATERIAL PITS HAVE BEEN DESIGNATED FOR THIS PROJECT. THE CONTRACTOR MAY OBTAIN SPECIFICATION BORROW OR SURFACING MATERIAL FROM ANY ACCEPTABLE SOURCE. ALL MATERIAL PIT ACTION SHALL BE GOVERNED BY SECTION 106 OF THE NMDOT STANDARD SPECIFICATIONS.

4) ALL EXCAVATION, RETAINING AND SHORING ACTIVITIES MUST BE CARRIED OUT IN ACCORDANCE WITH OSHA 29 CFR 1926.650 SUBPART P.

5) THE CONTRACTOR SHALL BE RESTRICTED TO THE USE OF A 35-TON NON-VIBRATING ROLLER MAXIMUM TO OBTAIN THE REQUIRED COMPACTION FOR EMBANKMENT AND SUBGRADE ADJACENT TO VERTICAL BANKS WHERE THE USE OF HEAVIER OR VIBRATORY EQUIPMENT COULD DAMAGE UNDERGROUND UTILITIES OR OTHER STRUCTURES, OR CAUSE SLOPE FAILURE.

6) CONTRACTOR SHALL PROMPTLY CLEAN UP ANY MATERIAL EXCAVATED OR DEPOSITED WITHIN THE PUBLIC RIGHT-OF-WAY SO THAT THE EXCAVATED MATERIAL IS NOT SUSCEPTIBLE TO BEING WASHED AWAY.

7) FIELD VERIFICATION: THE CONTRACTOR SHALL FIELD VERIFY THE GRADES AND ELEVATIONS BEFORE PROCEEDING WITH THE WORK. IF THERE IS A DISCREPANCY BETWEEN INDICATED EXISTING ELEVATIONS OR PROPOSED GRADE ELEVATIONS AND THE ACTUAL GRADE ELEVATIONS DETERMINED ON SITE, THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER TO DETERMINE WHAT CORRECTIONS NEED TO BE APPLIED. THIS WORK WILL BE PAID FOR UNDER THE CONTRACT PRICE FOR "CONSTRUCTION STAKING BY THE CONTRACTOR" AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE THEREFORE.

8) CONSTRUCTED GRADES AND STRUCTURES SHALL BE WITHIN +/- 0.1' (1-1/4") OF PLAN ELEVATIONS.

9) GRADING SHALL BE COMPLETED UNDER THE AUTHORITY OF A BUILDING PERMIT, THE APPLICATION FOR WHICH SHALL SHOW THE TYPE OF WORK AS "OTHER" ALONG WITH THE NOTATION OF "GRADING, LANDSCAPING, AND INFRASTRUCTURE" SHOWN THEREON. CALL 505-955-6948 FOR PERMIT INFORMATION.

UTILITIES

1) ** WARNING ** – EXISTING UTILITY LINE LOCATIONS ARE SHOWN IN APPROXIMATE MANNER ONLY AND OTHER SUCH LINES MAY EXIST WHERE NONE ARE SHOWN. THE LOCATION OF ANY SUCH EXISTING LINES IS BASED UPON INFORMATION PROVIDED BY THE UTILITY COMPANY THEMSELVES OR BY U. MEMO AND THE INFORMATION MAY BE INCOMPLETE OR MAY BE OBSOLETE BY THE TIME CONSTRUCTION COMMENCES. THE CONTRACTOR SHALL INFORM ITSELF OF THE LOCATION OF ANY UTILITY LINE IN OR NEAR THE AREA OF THE WORK IN ADVANCE OF AND DURING EXCAVATION WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED BY ITS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES. THE CONTRACTOR SHALL COMPLY WITH STATE, FEDERAL, MUNICIPAL AND LOCAL ORDINANCES, RULES AND REGULATIONS PERTAINING TO THE LOCATION OF THESE LINES AND FACILITIES IN PLANNING AND CONDUCTING EXCAVATION, WHETHER BY CALLING OR NOTIFYING THE UTILITIES COMPLYING WITH "BLUE STAKES" PROCEDURES, OR OTHERWISE.

2) THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES WHEN WORKING NEAR THEIR SYSTEMS. TWO WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CALL NEW MEXICO ONE CALL SYSTEM AT 1-800-321-ALERT (2537) 48 HOURS PRIOR TO EXCAVATING, REGARDING LOCATION OF EXISTING UTILITIES. THE CONTRACTOR MAY BE REQUIRED TO RESCHEDULE ITS ACTIVITIES TO ALLOW UTILITY CREWS TO PERFORM THEIR REQUIRED WORK.

3) IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES AND THEIR APPURTENANCES WITHIN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO ADDITIONAL PAYMENT WILL BE MADE THEREFORE. DAMAGES OR REPAIRS THAT OCCUR DURING CONSTRUCTION SHALL BE MADE AT THE CONTRACTOR'S EXPENSE AND NO ADDITIONAL PAYMENT WILL BE MADE THEREFOR. THE INCIDENTAL WORK SHALL ALSO INCLUDE ANY POT-HOLING OR OTHER WORK REQUIRED TO VERIFY UTILITIES.

4) ~~THE CONTRACTOR SHALL CONTACT~~ THE CITY OF SANTA FE WATER (505-955-4200) AND/OR WASTEWATER (505-955-4650) DIVISIONS, SEVEN (7) WORKING DAYS IN ADVANCE OF ANY WORK THAT MAY AFFECT EXISTING PUBLIC WATER AND/OR SEWER UTILITIES.

UTILITY CONTACTS

UTILITY	ENTITY	TELEPHONE
WATER	SANGRE DE CRISTO WATER CO. CITY OF SANTA FE	988-4265 955-4333 (EMERGENCY)
SEWER	CITY OF SANTA FE PUBLIC UTILITIES	955-6666
GAS	NEW MEXICO GAS	473-7228 888-664-2726 (EMERGENCY)
ELECTRIC	PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM)	473-3209 950-1997 (EMERGENCY)
CITY OF SANTA FE STREETS AND DRAINAGE	~~JAVIER MARTINEZ~~ FELIPE TRUJILLO	505-955-2402
STORMWATER INFRASTRUCTURE	DAVID PIKE	955-2134
RIVER & WATERSHED ~~MANAGER~~ PROJECT ADMINISTRATOR	~~MELISSA MORGAN~~ ZOE ISSACSON	955-~~4420~~ 6853

SUMMARY OF EARTHWORK

EARTHWORK IN CUBIC YARDS

	CUT	FILL	NET
BASE BID	AREA 4	0	0	0 CY
	AREA 6	937	712	225 CY (EXCESS)
	AREA 8	77	725	651 CY (FILL)
	BASE BID NET FILL			33 CY
		CUT	FILL	NET
ADDITIVE ALTERNATE 1	AREA 7	1,166	41	1,125 CY (EXCESS)
	BASE BID + ALT. 1 NET CUT			1,158 CY
		CUT	FILL	NET
ADDITIVE ALTERNATE 2	AREA 5	1,170	172	998 CY (EXCESS)
	BASE BID + ALT. 1 NET CUT			1,377 CY
		CUT	FILL	NET
ADDITIVE ALTERNATE 3	AREA 3	0	0	0 CY
	BASE BID + ALT. 1 NET CUT			1,377 CY

SUMMARY OF QUANTITIES

BASE BID BARE 4 – AREA 4 – AREA 6

SECTION NO.	SPEC. NO.	DESCRIPTION	UNITS	AREA 4 QUANTITY	AREA 6 QUANTITY	AREA 8 QUANTITY	ABOVE QUANTITY
1	101	MOBILIZATION	LS	---	---	---	1
2	107	CONSTRUCTION STAKING BY CONTRACTOR	LS	---	---	---	1
3	107	CONSTRUCTION STAKING BY CONTRACTOR (ADDITIONAL)	LS	---	---	---	1
4	201	CLEARING AND GRUBBING	AC	43	26	15	84.2
5	202	REMOVAL OF STRUCTURE AND OBSTRUCTION	EA	15	9	6	1
6	203	EXCAVATION, EMBANKMENT AND GRADING	CY	2,...	712	725	3,...
7	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 1)	CY	1,...	41	0	1,...
8	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 2)	CY	1,...	172	0	998
9	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 3)	CY	0	0	0	0
10	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 4)	CY	0	0	0	0
11	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 5)	CY	0	0	0	0
12	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 6)	CY	0	0	0	0
13	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 7)	CY	0	0	0	0
14	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 8)	CY	0	0	0	0
15	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 9)	CY	0	0	0	0
16	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 10)	CY	0	0	0	0
17	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 11)	CY	0	0	0	0
18	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 12)	CY	0	0	0	0
19	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 13)	CY	0	0	0	0
20	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 14)	CY	0	0	0	0
21	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 15)	CY	0	0	0	0
22	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 16)	CY	0	0	0	0
23	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 17)	CY	0	0	0	0
24	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 18)	CY	0	0	0	0
25	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 19)	CY	0	0	0	0
26	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 20)	CY	0	0	0	0
27	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 21)	CY	0	0	0	0
28	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 22)	CY	0	0	0	0
29	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 23)	CY	0	0	0	0
30	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 24)	CY	0	0	0	0
31	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 25)	CY	0	0	0	0
32	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 26)	CY	0	0	0	0
33	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 27)	CY	0	0	0	0
34	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 28)	CY	0	0	0	0
35	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 29)	CY	0	0	0	0
36	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 30)	CY	0	0	0	0
37	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 31)	CY	0	0	0	0
38	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 32)	CY	0	0	0	0
39	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 33)	CY	0	0	0	0
40	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 34)	CY	0	0	0	0
41	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 35)	CY	0	0	0	0
42	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 36)	CY	0	0	0	0
43	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 37)	CY	0	0	0	0
44	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 38)	CY	0	0	0	0
45	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 39)	CY	0	0	0	0
46	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 40)	CY	0	0	0	0
47	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 41)	CY	0	0	0	0
48	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 42)	CY	0	0	0	0
49	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 43)	CY	0	0	0	0
50	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 44)	CY	0	0	0	0
51	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 45)	CY	0	0	0	0
52	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 46)	CY	0	0	0	0
53	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 47)	CY	0	0	0	0
54	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 48)	CY	0	0	0	0
55	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 49)	CY	0	0	0	0
56	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 50)	CY	0	0	0	0
57	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 51)	CY	0	0	0	0
58	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 52)	CY	0	0	0	0
59	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 53)	CY	0	0	0	0
60	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 54)	CY	0	0	0	0
61	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 55)	CY	0	0	0	0
62	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 56)	CY	0	0	0	0
63	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 57)	CY	0	0	0	0
64	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 58)	CY	0	0	0	0
65	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 59)	CY	0	0	0	0
66	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 60)	CY	0	0	0	0
67	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 61)	CY	0	0	0	0
68	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 62)	CY	0	0	0	0
69	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 63)	CY	0	0	0	0
70	203	EXCAVATION, EMBANKMENT AND GRADING (ADDITIVE ALTERNATE 64)	CY	0	0



SUPPLEMENTAL TEMPORARY BENCHMARKS

Description	Elevation	Northing	Easting
TBM-1	6775.17	1702222.93	1721467.84
TBM-3	6771.49	1702037.77	1721569.38
TBM-2	6779.74	1702504.89	1722189.02
TBM-4	6768.35	1702190.75	1721645.14
TBM-5	6773.16	1702061.67	1721717.17

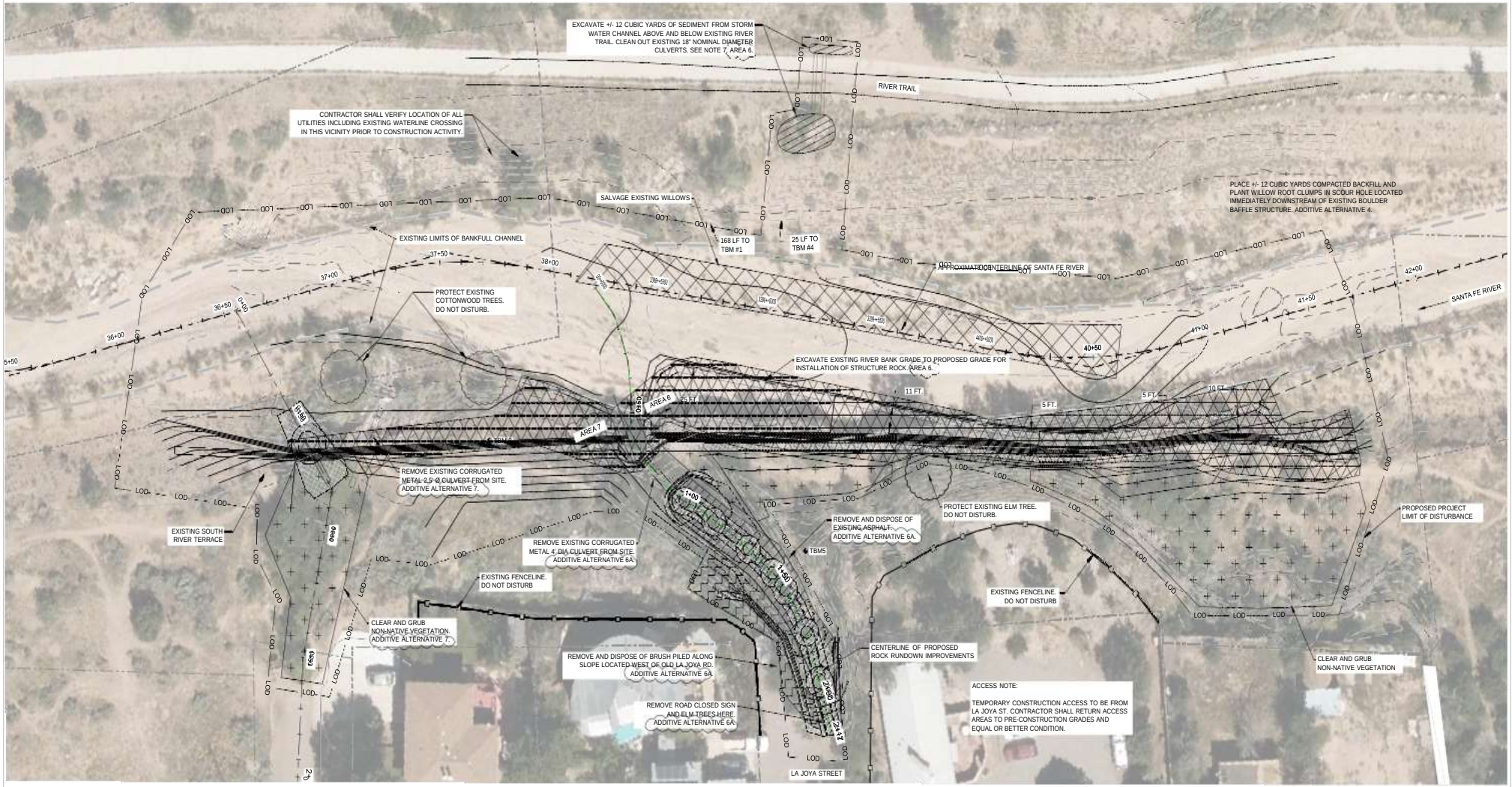
Design Revisions			
Rev. No.	Description	Approved	Date
1	UPDATE BID PACKAGE	WJM	NOV 2021

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

OVERALL PLAN KEY MAP

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
RICARDO BRIDGE TO DON JOSE OUTFALL

Designed By:	Checked By:	Project Number:	Sheet
JMC/RMO	WJM	19060	5 of 17
Drawn By: AMR/RMO	Date: June 28, 2019		



PLAN: SANTA FE RIVER @ LA JOYA ST.

NOTES:
1. BING AERIAL IMAGERY DATED 2021 IS NOT ORTHO-RECTIFIED AND IS FOR ILLUSTRATIVE PURPOSES ONLY.

DEMOLITION NOTES:

1. CONTRACTOR SHALL IMPLEMENT THE ENGINEER APPROVED TRAFFIC CONTROL PLAN, INCLUDING TEMPORARY DETOURS TO BYPASS PEDESTRIAN AND BICYCLE TRAFFIC AROUND THE PROJECT SITE.
2. CONTRACTOR MUST TAKE MEASURES TO PROTECT FROM DISTURBANCE ANY NATIVE TREES AND SHRUBS, INCLUDING COTTONWOOD SPECIES LOCATED WITHIN THE LIMITS OF DISTURBANCE. SHOULD CONTRACTOR IDENTIFY ANY COTTONWOOD TREES THAT ARE IN CONFLICT WITH THE PROPOSED STRUCTURES AND/OR GRADING, CONTRACTOR SHALL CONTACT ENGINEER AT (505) 983-7694. ENGINEER SHALL PROVIDE CLARIFICATION IN CONSULTATION WITH PUBLIC WORKS - LANDSCAPE ARCHITECT ON WHERE TO TRANSPLANT THE EXISTING COTTONWOOD, IF NEEDED.
3. ERODED SOUTH BANK OF SANTA FE RIVER SHALL BE EXCAVATED TO PROPOSED GRADE TO INSTALL ROCK WALL BANK STABILIZATION. EXCAVATED EARTH SHALL BE SALVAGED AND USED AS BACKFILL. CONTRACTOR SHALL SALVAGE AND SORT COBBLE FOR USE IN RIVER RUNDOWN STABILIZATION STRUCTURE.
4. DEMOLISH AND REMOVE FROM SITE EXISTING ASPHALT SURFACE WITHIN DESIGNATED AREAS SHOWN ON THIS PLAN. ASPHALT RUBBLE SHALL BE DISPOSED OF BY CONTRACTOR IN AN APPROVED LANDFILL. BRUSH AND DEBRIS LOCATED WITHIN LIMIT OF DISTURBANCE SHALL BE CLEARED AND REMOVED BY THE CONTRACTOR.
5. DEMOLISH AND REMOVE FROM SITE THE EXISTING 4 FOOT DIAMETER CORRUGATED METAL CULVERT. CONTRACTOR SHALL TAKE CARE TO PRESERVE THE INTEGRITY OF THE EXISTING ROCK OUTFALL STRUCTURE WHEN REMOVING THE EXISTING CULVERT.
6. ROAD CLOSED SIGN LOCATED AT THE DEAD END OF LA JOYA ST ON THE SOUTH BANK OF THE SANTA FE RIVER SHALL BE REMOVED AND RETURNED TO CITY BY THE CONTRACTOR.
7. CONTRACTOR SHALL CLEAR AND GRUB EXISTING NON-NATIVE TREES FROM WITHIN LIMITS OF DISTURBANCE WITH A DIAMETER AT BREAST HEIGHT (DBH) CALIPER LESS THAN 6 INCHES. ANY TREE REMOVAL GREATER THAN 6 INCHES IN DIAMETER MUST RECEIVE APPROVAL, PRIOR TO REMOVAL, BY PUBLIC WORKS - LANDSCAPE ARCHITECT.

DEMOLITION AREAS WITHIN LIMIT OF DISTURBANCE

- EXCAVATE ERODED SOUTH RIVER BANK NEAR LA JOYA RD TO PROPOSED GRADE.
- CLEAR AND DISPOSE OF STOCKPILED BRUSH AND DEBRIS.
- REMOVE ASPHALT AND BROKEN CONCRETE ALONG SOUTH SLOPE OF EXISTING LA JOYA ST RUNDOWN STRUCTURE. REMOVE ROAD CLOSED SIGN AND EXISTING CULVERT.
- DO NOT DISTURB DESIGNATED TREES. SEE NOTE 7.
- SALVAGE EXISTING WILLOWS IN LIMITS OF DISTURBANCE. SOAK IN TANK OF WATER FOR A MINIMUM OF 48 HOURS AND REPLANT IN ACCORDANCE WITH PLANTING PLAN.
- PARCEL BOUNDARY

LEGEND

- APPROXIMATE PARCEL DATA (SANTA FE COUNTY)
- LIMITS OF EXISTING BANKFULL CHANNEL
- 41+00 BASELINE OF EXISTING BANKFULL CHANNEL
- LOD PROPOSED LIMITS OF DISTURBANCE

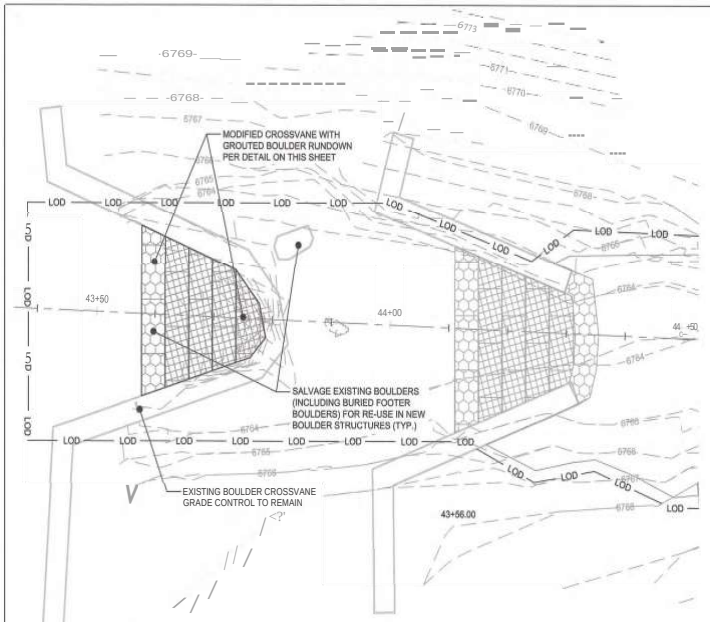
Design Revisions			
Rev. No.	Description	Approved	Date
1	POST-FLOOD DESIGN CHANGES	WJM	DEC 2018
2	UPDATE BID PACKAGE	WJM	NOV 2021

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

DEMOLITION PLAN

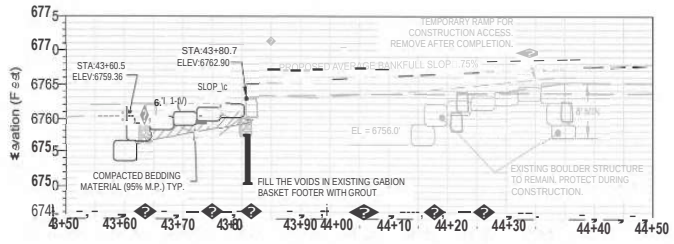
CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE B)
SANTA FE, NM

Designed By:	Checked By:	Project Number:	Sheet:
JMC	WJM	17080	6 of 17
Drawn By:	Date:		
AMR	JUNE 29, 2018		



PLAN -AREA 4

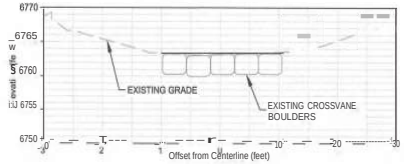
SCALE: 1" = 10'



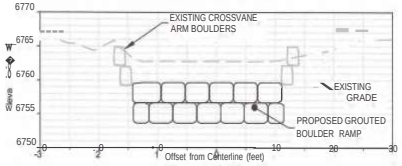
PROFILE- AREA 4

SCALE: 1" = 10' (H & V)

RIVER STATION: 43+83.0

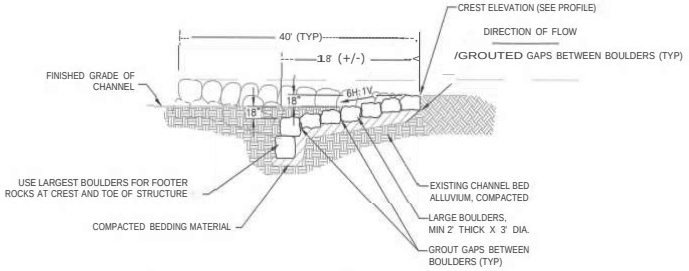


RIVER STATION: 43+56.0



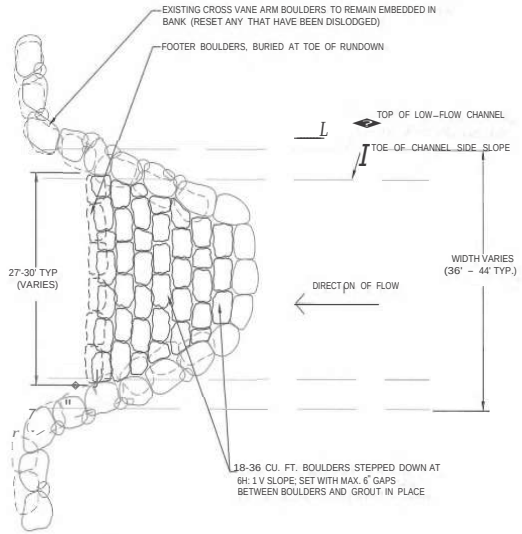
SECTIONS- AREA 4

SCALE: 1" = 10' (H & V)



SECTION A: BOULDER CROSSVANE REPAIR

(NTS)



DETAIL: BOULDER CROSSVANE REPAIR

(NTS)

LEGEND AREAS 1-4

- SANTA FE RIVER CENTERLINE
- EXISTING 1 FT. CONTOURS
- EXISTING THALWEG
- PROPOSED GROUTED BOULDER STRUCTURE (MIN. BOULDER VOLUME 54 CF)
- PROPOSED GROUTED BOULDER STRUCTURE (MIN. BOULDER VOLUME 18 CF)
- COMPACTED BACKFILL
- PROPOSED BOULDER STRUCTURE (MIN. BOULDER VOLUME 18 CF)
- PROPOSED 1 FT. CONTOURS
- PROPOSED LIMITS OF DISTURBANCE
- RECORD ELEVATIONS COLLECTED APRIL 20, 2020

NOTES:

1. STORE/STOCKPILE BOULDERS IN CENTRAL LOCATION OUT OF MAIN CHANNEL, AS APPROVED BY OWNER'S REPRESENTATIVE.
2. USE CARE DURING CONSTRUCTION ACTIVITY TO AVOID DAMAGE TO EXISTING VEGETATION, EXISTING GABION BASKET FOOTERS AND BOULDERS TO REMAIN IN PLACE.
3. PROTECT EXISTING CONCRETE TRAIL FROM DAMAGE DURING CONSTRUCTION. TRAIL SHALL REMAIN OPEN DURING CONSTRUCTION.

Design Revisions

Rev. No.	Description	Approved	Date

SITES SOUTHWEST

william j. miller ENGINEERS

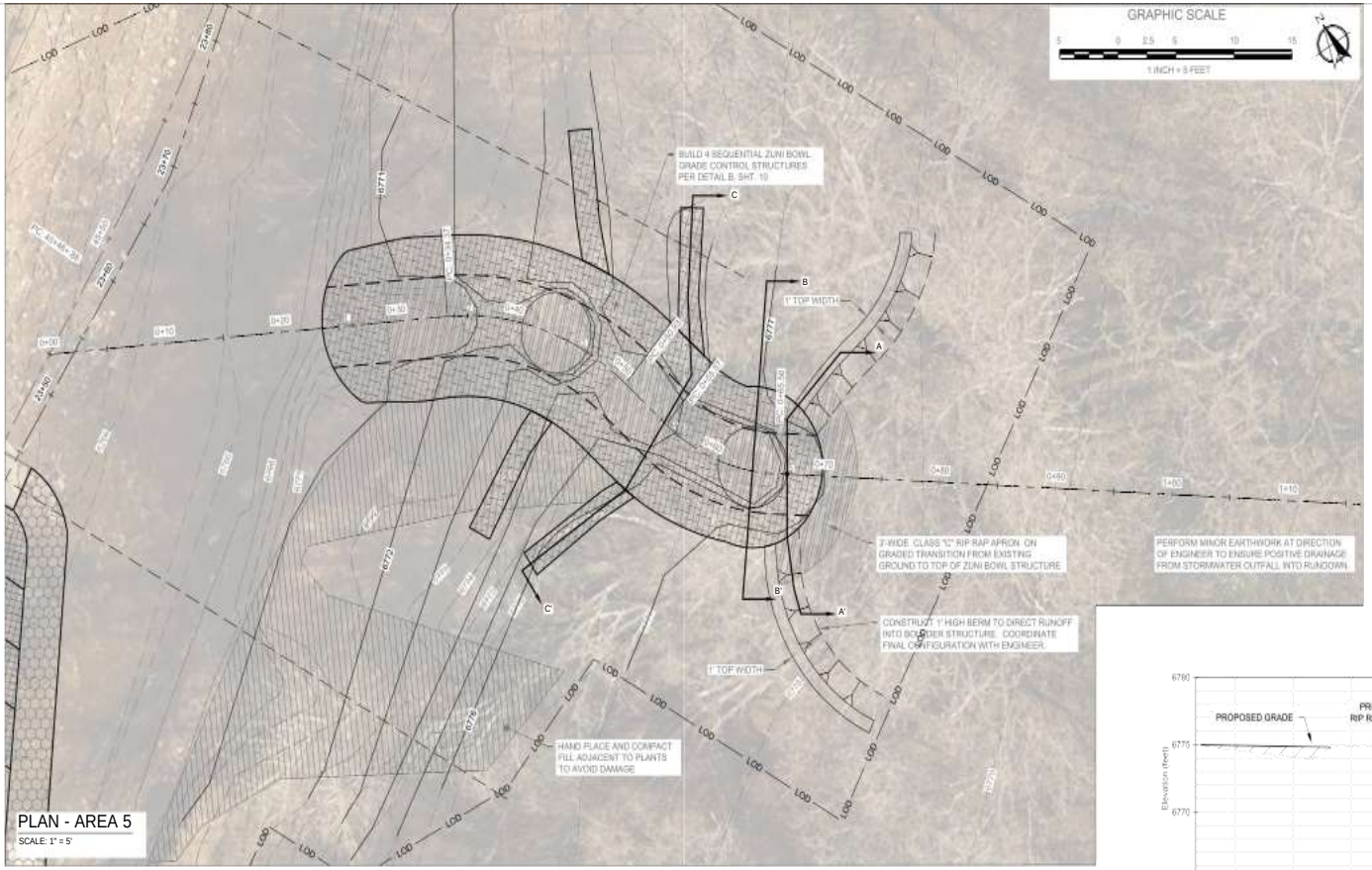
William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

GRADING PLAN & PROFILE - AREA 4

City of Santa Fe

SANTA FE RIVER
FLOOD DAMAGE REPAIR
RICARDO BRIDGE TO DON JOSE OUTFALL

Drawn By	Checked By	Project Number
AWR	WJM	19060
	Date: June 28 2019	Sheet: 7 of 17

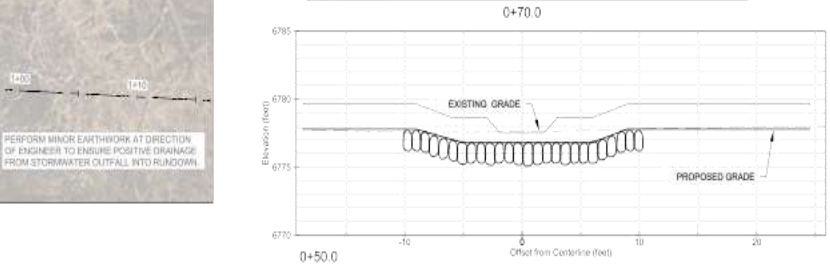


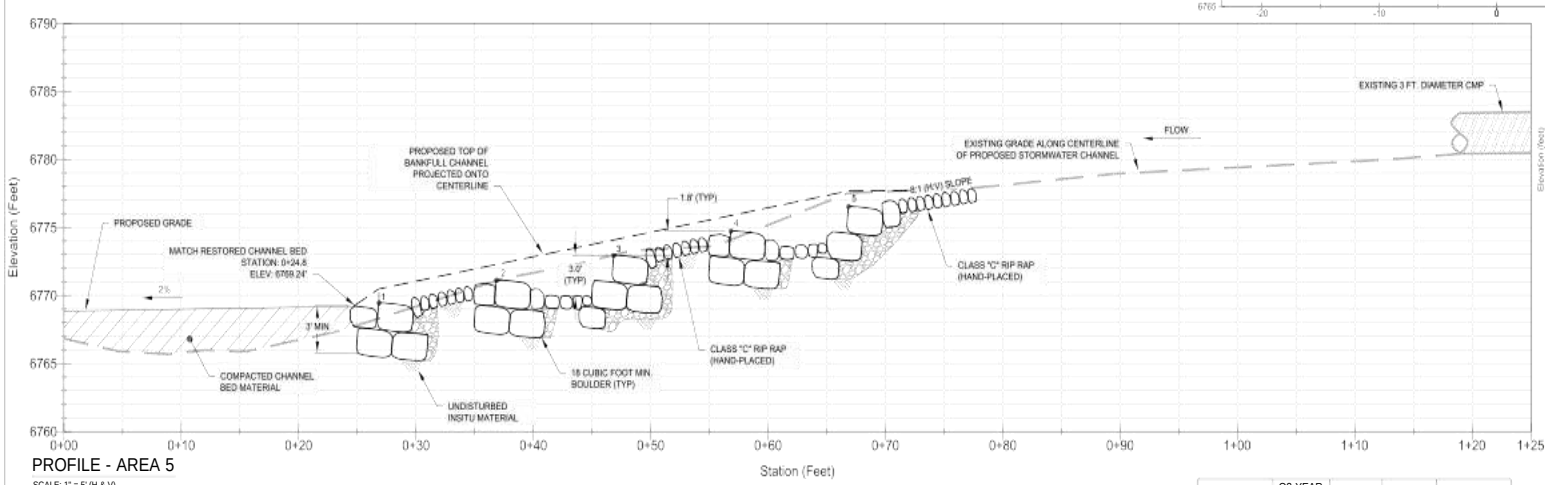
PLAN - AREA 5

SCALE: 1" = 5'

LEGEND AREA 5

- SANTA FE RIVER CENTERLINE
- EXISTING 1 FT. CONTOURS
- EXISTING THALWEG
- PROPOSED GROUTED BOULDER STRUCTURE (MIN. BOULDER VOLUME 54 CF)
- COMPACTED BACKFILL
- PROPOSED BOULDER STRUCTURE (MIN. BOULDER VOLUME 18 CF)
- PROPOSED GROUTED BOULDER STRUCTURE (MIN. BOULDER VOLUME 18 CF)
- PROPOSED CLASS "C" RIP RAP (HAND-PLACED)
- PROPOSED 1 FT. CONTOURS
- PROPOSED BANKFULL
- PROPOSED LIMITS OF DISTURBANCE
- PROPOSED GRADED GRAVEL FILTER



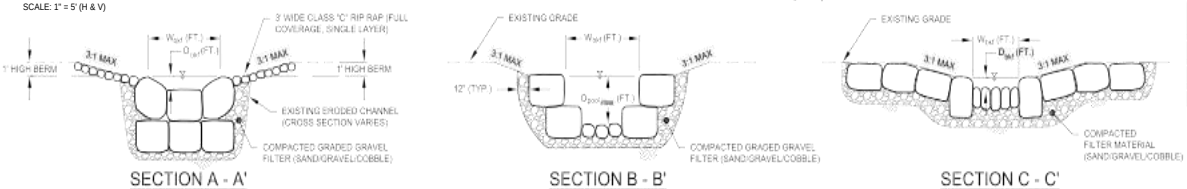


PROFILE - AREA 5

SCALE: 1" = 5' (H & V)

SECTIONS - AREA 5

SCALE: 1" = 5' (H & V)



DESCRIPTION	Q2-YEAR (CFS)	W_{bkf} (FT)	D_{bkf} (FT)	$D_{pool\ max}$(FT)
AREA 5	41	6	1.1	3
AREA 9	12	5	0.5	2.5
AREA 10	1.5	4	0.3	2.5

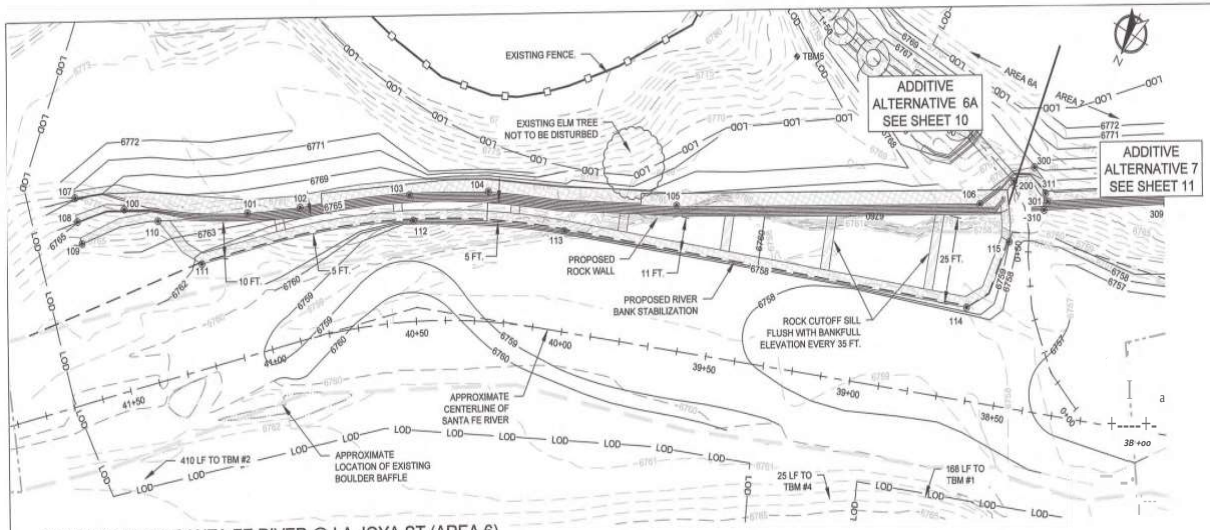
Design Revisions			
Rev. No.	Description	Approved	Date
1	UPDATE BID PACKAGE	WJM	NOV 2021

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

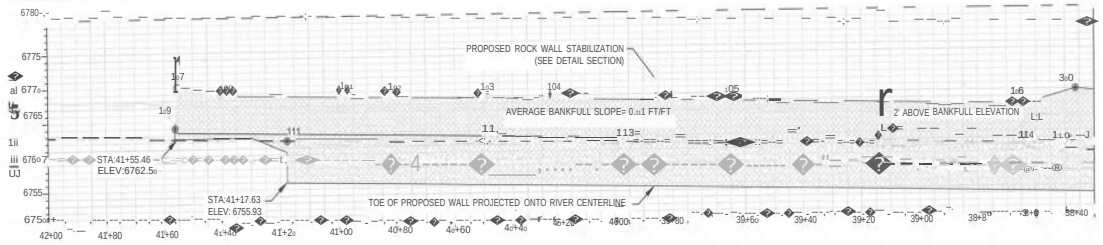
GRADING PLAN & PROFILE - ~~AREA 5~~
ADDITIVE ALTERNATIVE 5

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

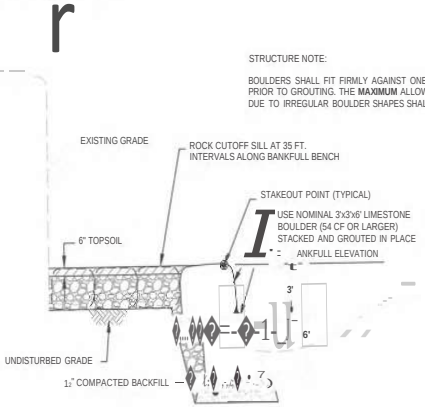
Designed by	Checked by	Project Number	Sheet
JMC/RMO	WJM	19060	8 of 17
Drawn By	Date		
AMR/RMO	June 28, 2019		



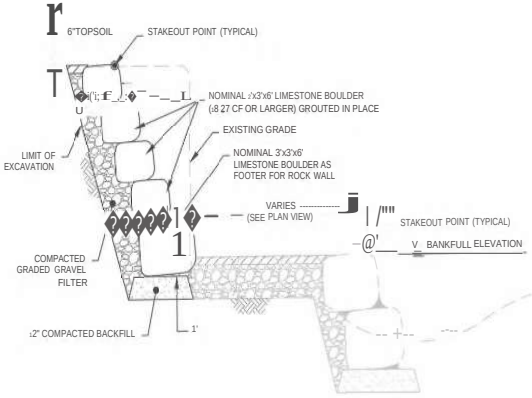
GRADING PLAN: SANTA FE RIVER @ LA JOYA ST (AREA 6)
SCALE: 1" = 20'



PROFILE: SANTA FE RIVER@ LA JOYA ST (AREA6)
SCALE: 1" = 20' H; 1" =10' V



TYPICAL RIVER BANK SECTION (STEP 1)
(N.T.S)



TYPICAL RIVER BANK SECTION (STEP 2)
(N.T.S)

CONSTRUCTION SEQUENCE:

1. CONSTRUCTION OF THE PROPOSED GROUTED BOULDER BANK PROTECTION AND GROUTED BOULDER WALL COMPRISING AREA 6 OF THE PROJECT SHALL BE PERFORMED IN A TWO STEP SEQUENCE.
2. STEP ONE INCLUDES ALL STRUCTURE(S) THAT ARE AT OR BELOW BANKFULL ELEVATION, INCLUDING BOULDER CUTOFF SILLS. PRIORITY SHOULD BE GIVEN TO COMPLETE ALL OF STEP ONE PRIOR TO INITIATION OF STEP TWO ACTIVITY. **STEP ONE MUST BE COMPLETED PRIOR TO APRIL 15, 2022**, DEPENDING ON WEATHER AND FLOWS IN THE SANTA FE RIVER.
3. STEP TWO INCLUDES ALL STRUCTURES ABOVE THE BANKFULL BENCH/FLOODPLAIN ELEVATION. STEP TWO WORK MAY BE PERFORMED FROM OUTSIDE THE RIVER CHANNEL IF POSSIBLE, OR IT MUST BE COMPLETED DURING LOW-FLOWS IN THE SANTA FE RIVER. A RE-MOBILIZATION/DEMOBILIZATION LINE ITEM IS INCLUDED IN THE BID BOOK IN THE EVENT THAT STEP TWO WORK CANNOT BE COMPLETED PRIOR TO APRIL 15, 2022.

T MPORARY BENCHMARKS

NORTHING	EASTING	ELEVATION (NAVO 88)	DESCRIPTION	LATITUDE	LONGITUDE
17[illegible]2222.93	172[illegible]467.84	6775.17	TBM-1	35.6781410	-105.977[illegible]82[illegible]
17[illegible]2504.89	17[illegible]2[illegible]89.02	6779.74	TBM-2	35.67891[illegible]	-1[illegible]5.974651[illegible]
1702[illegible]37.77	1721569.38	677[illegible].49	TBM-3	35.67763[illegible]6	-[illegible]5.97674[illegible]9
17[illegible]219[illegible].75	172[illegible]645.14	6768.35	TBM-4	35.678[illegible]513	-105.9764854
1702[illegible]6[illegible].67	172[illegible]717.17	6773.16	TBM-5	35.6944444	-1[illegible]5.9763889

EXCESS EARTHWORK SUMMARY

AREA NO.	ITEM	EXCESS EARTHFILL* (CUBIC YARDS)
7	ALEJANDRO CHANNEL REHABILITATION	1188
6	SOUTH BANK PROTECTION AT LA JOYA	845
6A	LA JOYA CHANNEL REHABILITATION	195

* ESTIMATED QUANTITY OF MATERIAL REQUIRED TO BE REMOVED FROM SITE BY CONTRACTOR

- EXISTING 1' CONTOURS
- TBM-1 TEMPORARY BENCHMARK
- APPROXIMATE PROPERTY LINE (SANTA FE COUNTY PARCEL DATA)
- PROPOSED RIVER BANK STABILIZATION 8'x3'x6' (54 CF **MIN.**)
- PROPOSED ROCK WALL MINIMUM BOULDER SIZE: 2'x3'x6' (36 CF MIN.)
- EXISTING LIMIT OF BANKFULL CHANNEL
- PROPOSED LIMIT OF BANKFULL CHANNEL
- 41+00 EXISTING CHANNEL CENTERLINE
- 6760 PROPOSED 1' CONTOURS
- PROPOSED LIMITS OF DISTURBANCE
- EXISTING FENCE

AREA6

BANK STABALIZATION STAKEOUT POINTS

Point#	Elevation	Northing	Easting	Description
[illegible]O[illegible]	6768.66	17022[illegible]0.84	17[illegible]19[illegible]6.15	TOP OF ROCK
1[illegible]1	6768.21	1702183.76	[illegible]721867.54	TOP OF ROCK
102	6768.[illegible]6	1702174.57	[illegible]721851.87	TOP OF ROCK
1[illegible]3	6767.75	1702155.[illegible]6	[illegible]721819.63	TOP OF ROCK
104	6767.5[illegible]	1[illegible]70[illegible]142.56	[illegible]721795.66	TOP OF ROCK
1[illegible]5	6766.88	1[illegible]7[illegible]0[illegible]118.52	[illegible]721735.62	TOP OF ROCK
1[illegible]6	6765.89	17[illegible]0[illegible]73.26	[illegible]721641.89	TOP OF ROCK
107	6770.[illegible]0	17[illegible]2205.17	1721922.99	TOP OF ROCK
1[illegible]8	6767.[illegible]0	170[illegible]221[illegible]1.00	172[illegible]19[illegible]9.17	TOP OF ROCK
1[illegible]9	6764.[illegible]00	17[illegible]022[illegible]6.12	17219[illegible]4.97	TOP OF ROCK
11[illegible]	6764.[illegible]0	17[illegible]0[illegible]198.95	1721894.27	TOE
1[illegible]1	6761.95	17[illegible]22[illegible]3.78	[illegible]721875.24	BKF
[illegible]12	6761.[illegible]4	[illegible]702[illegible]61.33	[illegible]721815.23	BKF
113	6760.50	17[illegible]2141.77	172[illegible]767.11	BKF
1[illegible]4	6759.22	17[illegible]21[illegible]2.3[illegible]	1721632.94	BKF
1[illegible]5	6759.1[illegible]	17[illegible]2[illegible]78.73	172[illegible]628.[illegible]3	BKF

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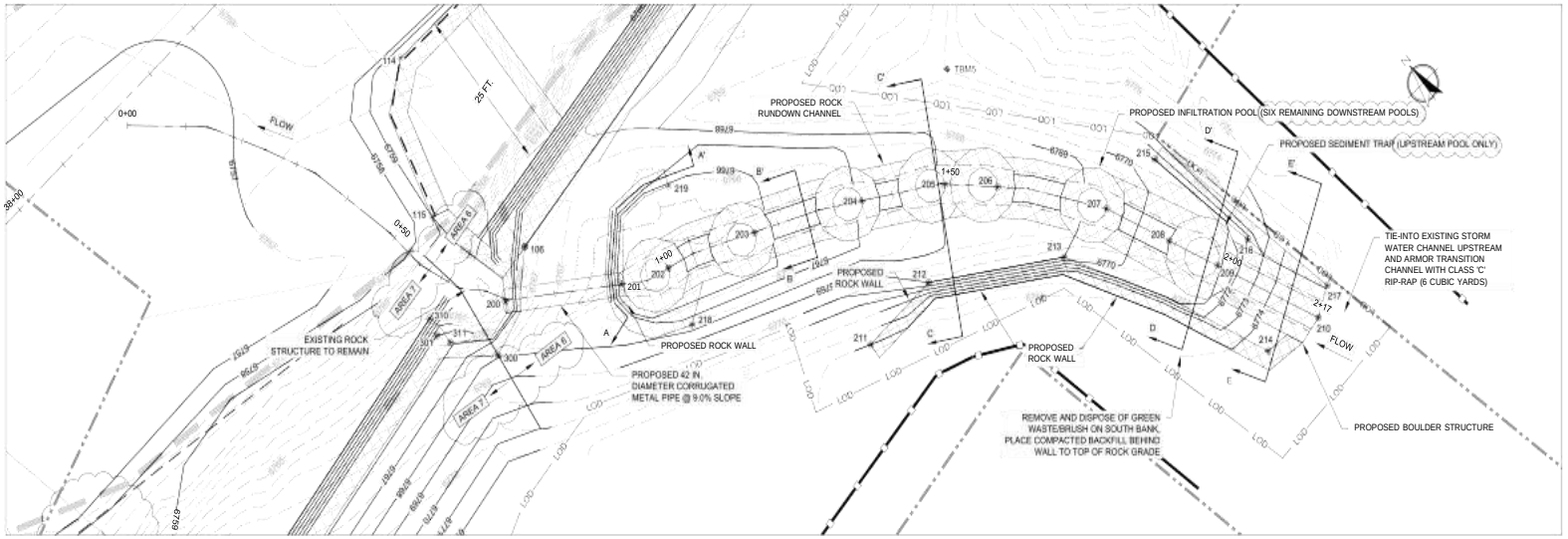
GRADING PLAN & PROFILE - AREA6

CIP 500 C: SANTA FE RIVER AT LA JOYA STREET RIVER BANK STABILIZATION REPAIR (PHASE 8)
SANTA FE, NM

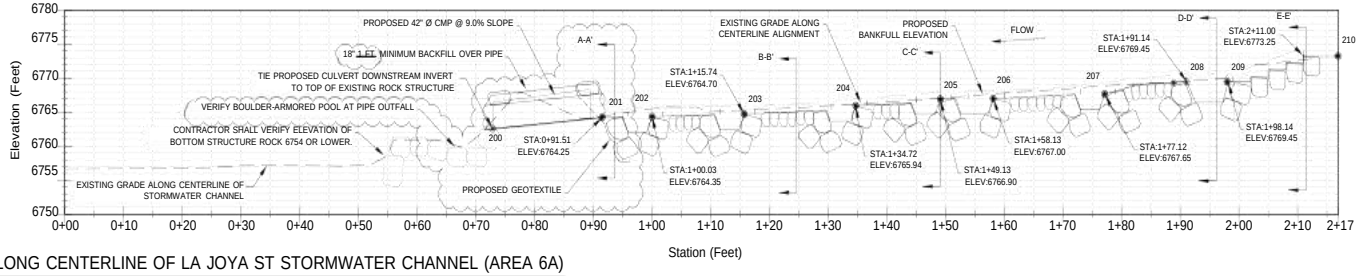
Design Revisions			
Rev. No.	Description	Approved	Date
1	POST-FLOOD DESIGN CHANGES	WJM	DEC 2[illegible]18
2	UPDATE BID PACKAGE	WJM	NOV 2[illegible]21

JOHN M. CRITCHFIELD — NEW MEXICO — 21128 — PROFESSIONAL ENGINEER — 11/15/[illegible]

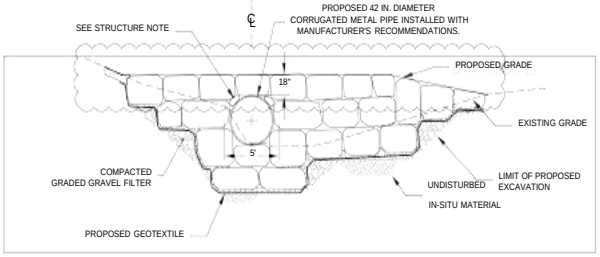
DESIGNED	DRAWN	JOB NO.	SHEET NO.
JMC	WJM	17080	9 of 17
CHECKED	DATE		
AMR	JUNE 29 2018		



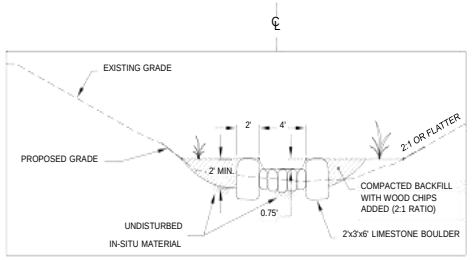
PLAN: LA JOYA ST STORMWATER CHANNEL (AREA 6A)
SCALE: 1" = 10'



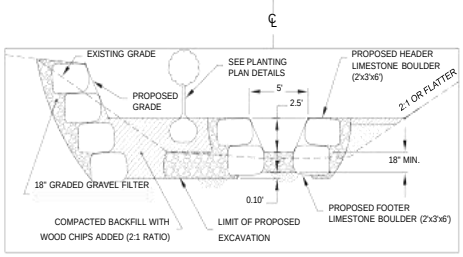
PROFILE: ALONG CENTERLINE OF LA JOYA ST STORMWATER CHANNEL (AREA 6A)
SCALE: 1" = 10' H; 1" =5' V



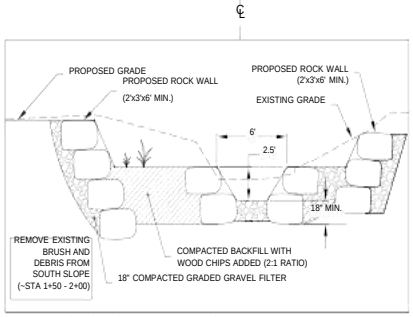
SECTION A-A': AT CMP INLET INVERT
SCALE: 1"=5' (H:V)



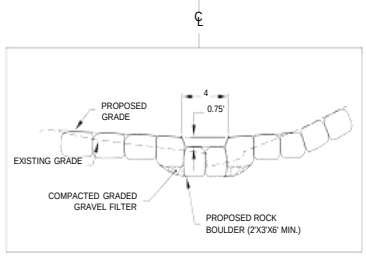
SECTION B-B': RUNDOWN CHANNEL
SCALE: 1"=5' (H:V)



SECTION C-C': INFILTRATION POOL
SCALE: 1" = 5' (H:V)



SECTION D-D': AT SEDIMENT TRAP
SCALE: 1"=5' (H:V)



SECTION E-E': BOULDER RUNDOWN
SCALE: 1"=5' (H:V)

STRUCTURE NOTE:

BOULDERS SHALL FIT FIRMLY AGAINST ONE ANOTHER. THE MAXIMUM ALLOWABLE GAP DUE TO IRREGULAR BOULDER SHAPES SHALL BE 6"x6". SUCH GAPS MUST BE HAND FILLED FROM UP-SLOPE SIDE USING A SINGLE ROCK AND FURTHER REINFORCED BY INSTALLING A GRADED GRAVEL FILTER OF MINIMUM THICKNESS 18".

LEGEND

- EXISTING 1' CONTOURS
- APPROXIMATE PROPERTY LINE (SANTA FE COUNTY PARCEL DATA)
- PROPOSED BOULDER STRUCTURE 2'x3'x6' (3'ICF MIN.)
- PROPOSED HAND PLACED CLASS 'C' RIPRAP
- PROPOSED LIMIT OF BANKFULL CHANNEL
- EXISTING CHANNEL CENTERLINE
- PROPOSED 1' CONTOUR
- PROPOSED LIMITS OF DISTURBANCE
- COMPACTED COARSE BACKFILL
- GRADED GRAVEL FILTER
- FENCE

AREA 6A

BANK STABALIZATION STAKEOUT POINTS

Point #	Elevation	Northing	Easting	Description
200	6762.45	1702062.22	1721634.19	INV
201	6764.25	1702056.16	1721653.25	INV
202	6764.35	1702054.97	1721661.56	INV
203	6764.70	1702053.54	1721677.15	INV
204	6765.94	1702050.13	1721695.79	INV
205	6766.90	1702046.38	1721709.67	INV
206	6767.00	1702042.28	1721717.68	INV
207	6767.65	1702031.58	1721733.30	INV
208	6769.45	1702022.76	1721741.07	INV
209	6769.45	1702016.03	1721747.10	INV
210	6773.25	1702001.80	1721759.51	INV
211	6774.00	1702030.26	1721688.26	TOP OF ROCK
212	6774.00	1702034.42	1721701.12	TOP OF ROCK
213	6774.00	1702028.10	1721723.73	TOP OF ROCK
214	6774.00	1702000.94	1721749.63	TOP OF ROCK
215	6772.00	1702034.70	1721743.83	TOP OF ROCK
216	6772.00	1702017.33	1721753.35	TOP OF ROCK
217	6774.00	1702005.45	1721762.89	TOP OF ROCK
218	6768.00	1702045.66	1721661.75	TOP OF ROCK
219	6767.00	1702065.99	1721666.67	TOP OF ROCK

William J. Miller Engineers, Inc.
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Santa Fe, NM 87505

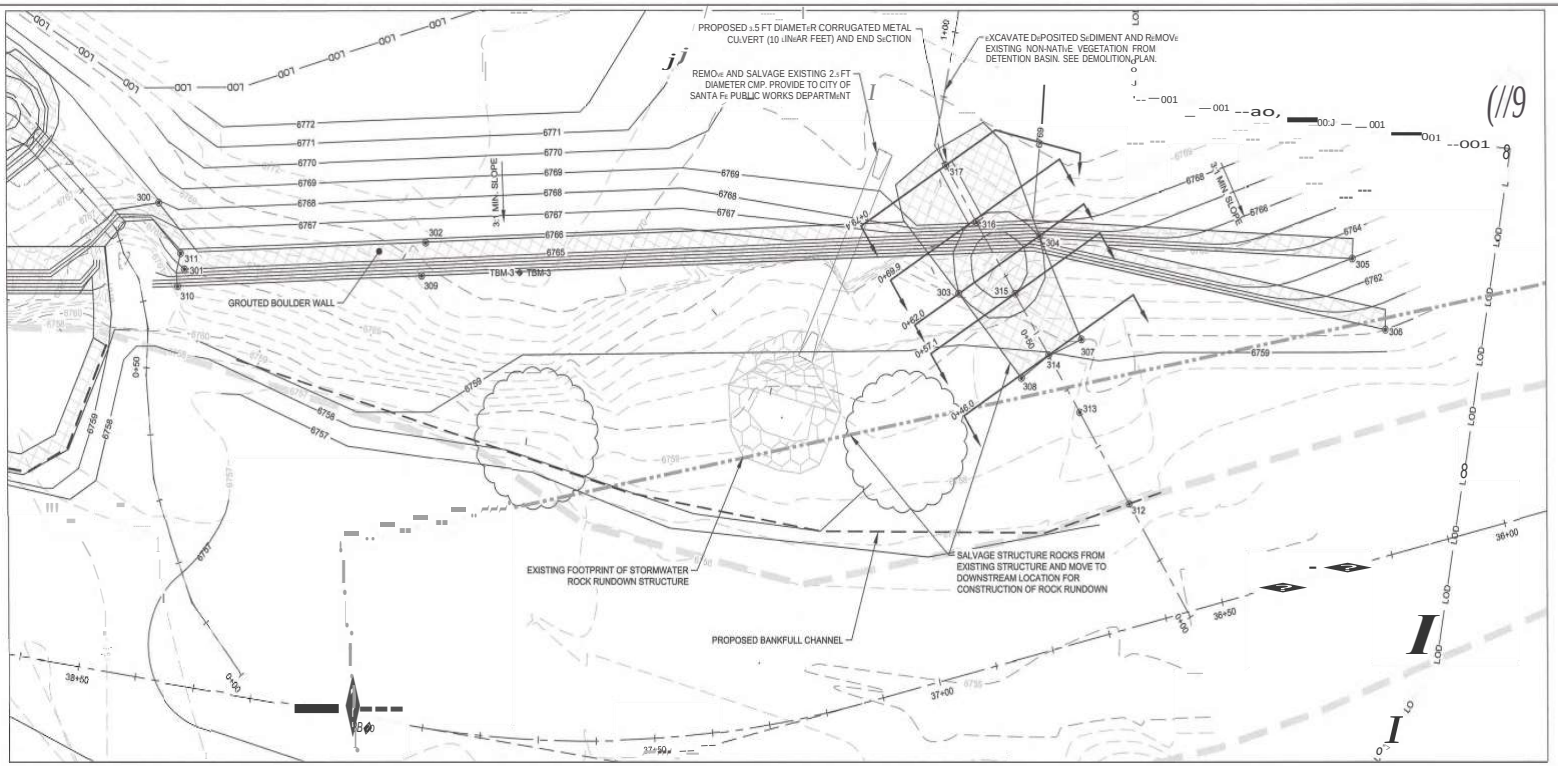
ADDITIVE ALTERNATIVE A
GRADING PLAN & PROFILE - AREA 6A
LA JOYA ST. STORMWATER CHANNEL
ADDITIVE ALTERNATIVE 6A

CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE B)
SANTA FE, NM

Design Revisions

Rev. No.	Description	Approved	Date
1	POST-FLOOD DESIGN CHANGES	WJM	DEC 2018
2	UPDATE BID PACKAGE	WJM	NOV 2021

Designed By:	Checked By:	Project Number:	Sheet:
JMC	WJM	17080	10 of 17
Drawn By: AMR	Date: JUNE 29, 2018		

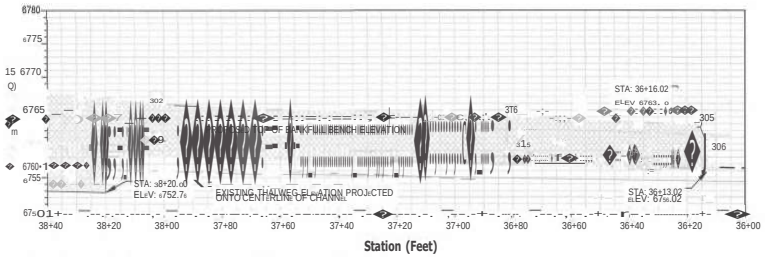


LEGEND

- EXISTING 1' CONTOURS
- APPROXIMATE PROPERTY LINE (SANTA FE COUNTY PARCEL DATA)
- PROPOSED BOULDER STRUCTURE 2'x3'x3' (18-27 CF MIN.)
- PROPOSED HAND PLACED CLASS 'C' RIPRAP
- PROPOSED LIMIT OF BANKFULL CHANNEL
- EXISTING CHANNEL CENTERLINE
- PROPOSED 1' CONTOUR
- PROPOSED LIMITS OF DISTURBANCE
- COMPACTED COARSE BACKFILL
- COARSE BACKFILL WITH WOOD CHIPS

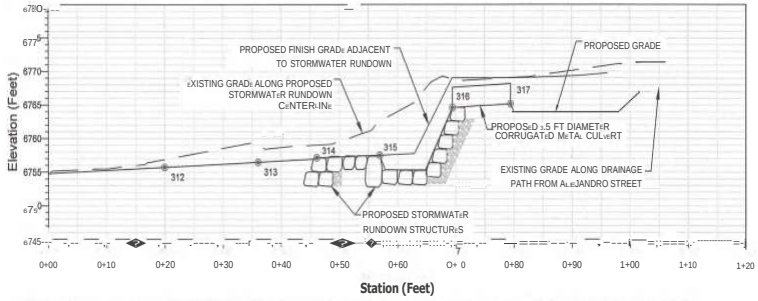
PLAN: ALEJANDRO ST. STORMWATER CHANNEL (AREA 7)

SCALE: 1" = 10'



PROFILE: ALEJANDRO ST. STORMWATER CHANNEL (AREA 7)

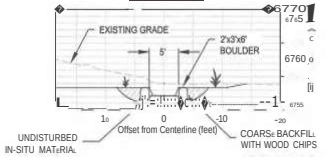
SCALE: 1" = 20' (H); 1" = 10' (V)



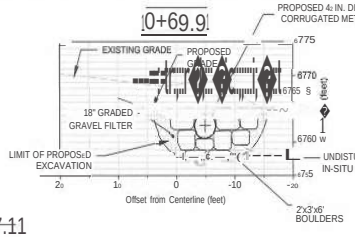
PROFILE: ALONG CENTERLINE OF ALEJANDRO ST. STORMWATER CHANNEL (AREA 7)

SCALE: 1" = 10' H & V

10+46.01



10+69.91



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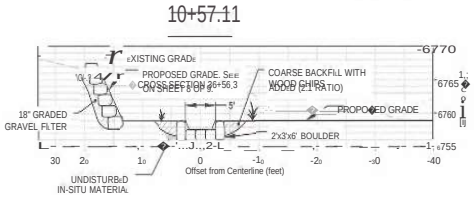
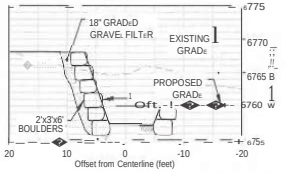
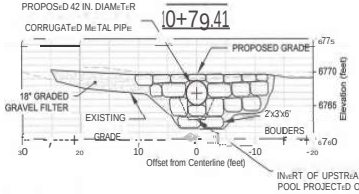


10+62.01



10+79.41



SECTION VIEWS ALONG CENTERLINE OF ALEJANDRO ST. STORMWATER CHANNEL

SCALE: 1" = 10' H & V

AREA 7

BANK STABALIZATION STAKEOUT POINTS

Point#	Elevation	Northing	Easting	Description
300	6768.00	1702665.49	1721659.71	TOP OF ROCK
301	6765.90	1702620.52	1721521.42	TOP OF ROCK
302	6766.80	1702040.82	1721185.88	TOP OF ROCK
303	6760.00	1702007.43	1721500.17	TOP OF ROCK
304	6764.50	1701993.63	1721491.41	TOP OF ROCK
305	6763.00	1701973.12	1721441.59	TOP OF ROCK
306	6760.00	1701980.20	1721418.05	TOP OF ROCK
307	6758.50	1702004.38	1721478.20	TOP OF ROCK
308	6758.50	1702014.09	1721484.93	TOP OF ROCK
309	6760.00	1702045.58	1721584.34	TOP OF ROCK
310	6760.00	1702060.31	1721621.36	TOP OF ROCK
311	6766.00	1702060.66	1721626.06	TOP OF ROCK
312	6755.70	1702002.88	1721246.13	INV
313	6756.45	1702014.33	1721471.71	INV
314	6757.11	1702008.96	1721482.23	INV
315	6758.39	1702000.18	1721491.41	INV
316	6764.20	1701996.52	1721502.00	INV
317	6765.17	1701991.19	1721510.46	INV

william j. miller ENGINEERS

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Santa Fe, NM 87505

GRADING PLAN & PROFILE - AREA 7

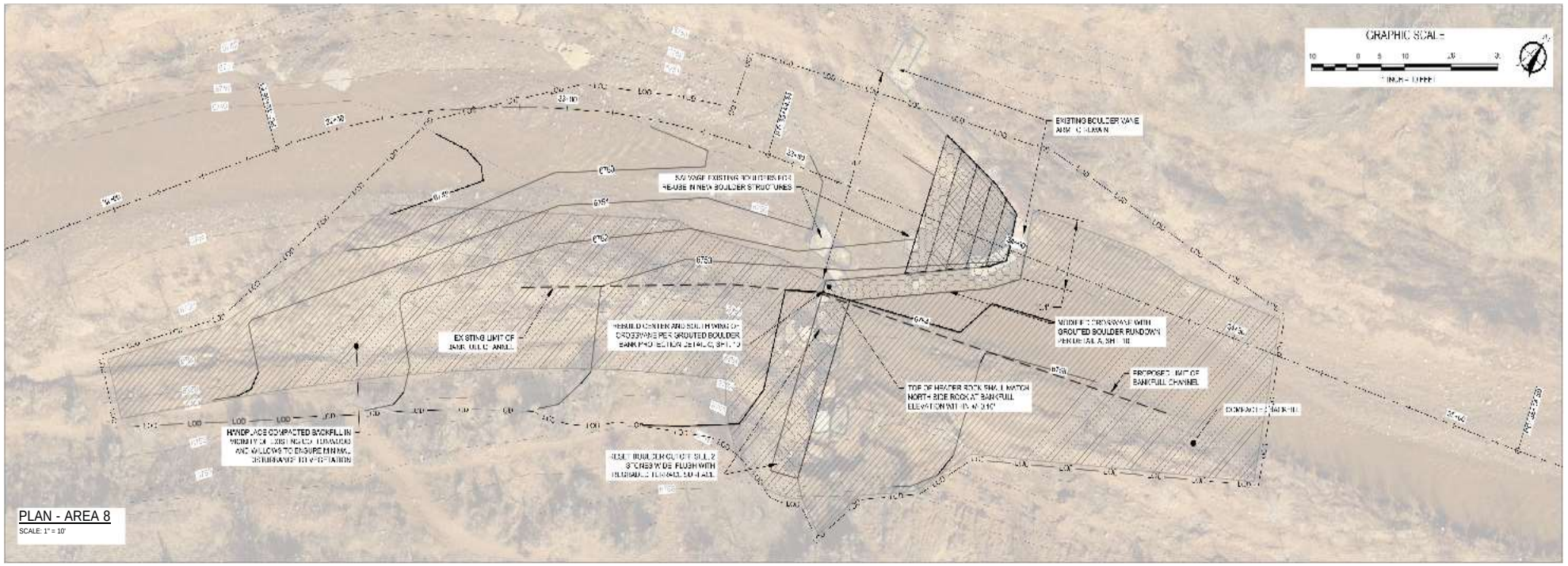
CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE 38)
SANTA FE, NM

Design Revisions			
Rev. No.	Description	Approved	Date
1	POST FLOOD DESIGN CHANGES	WJM	DEC 2018
2	UPDATE BID PACKAGE	WJM	NOV 2021

JOHN M. CRITCHFIELD — NEW MEXICO — 21128 — PROFESSIONAL ENGINEER — 11/15/2021

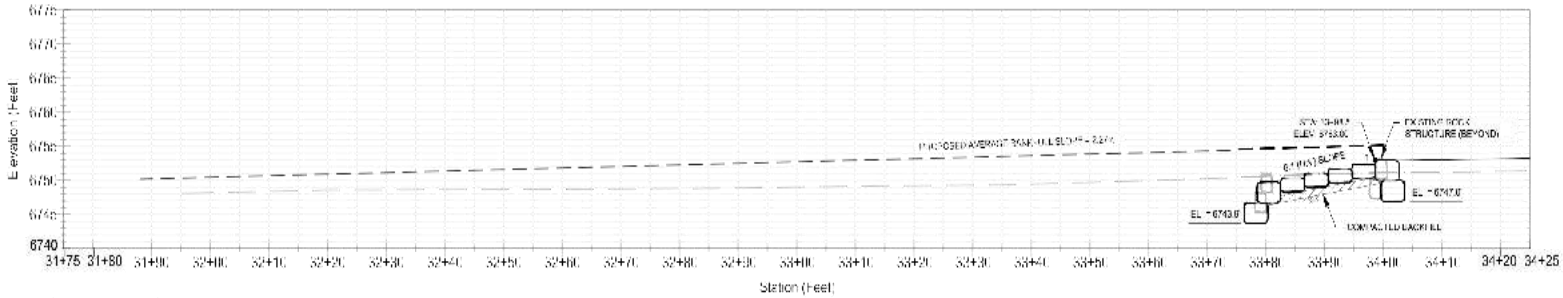
Designed By:	Checked By:	Project Number:	Sheet
AMR	JMC	17-0-1	11 of 17

JUNE 29, 2018

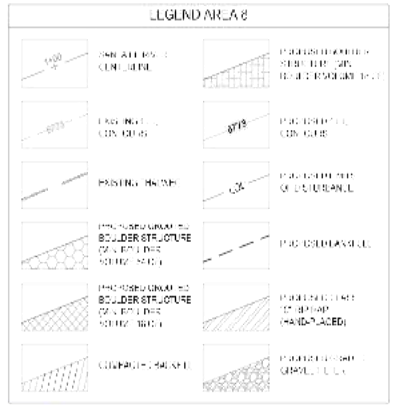


PLAN - AREA 8

SCALE: 1" = 10'

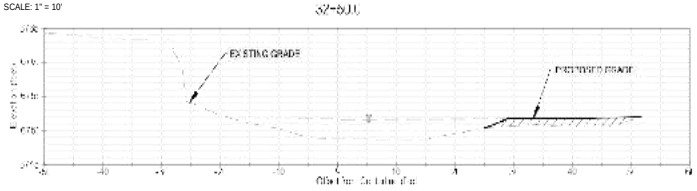


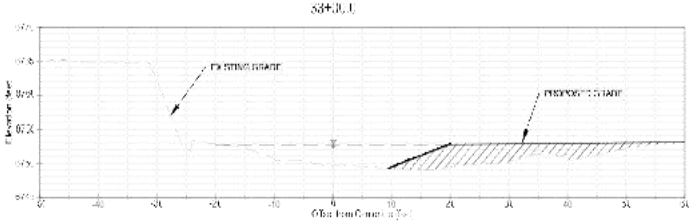
EARTHWORK AND ROCK SUMMARY TABLES

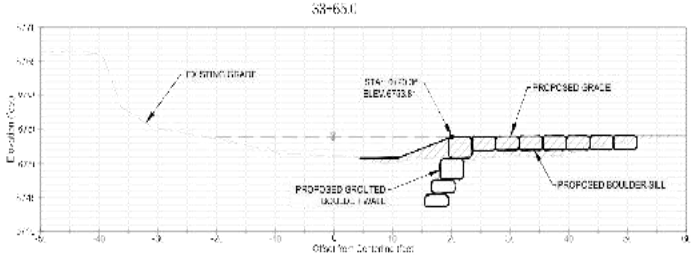


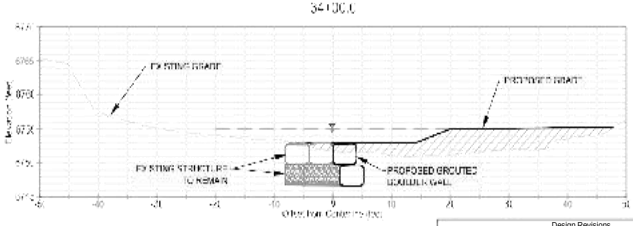
PROFILE- AREA 8

SCALE: 1" = 10'









Design Revisions			
Rev. No.	Description	Approved	Date
1	UPDATE BID PACKAGE	WJM	NOV 2021

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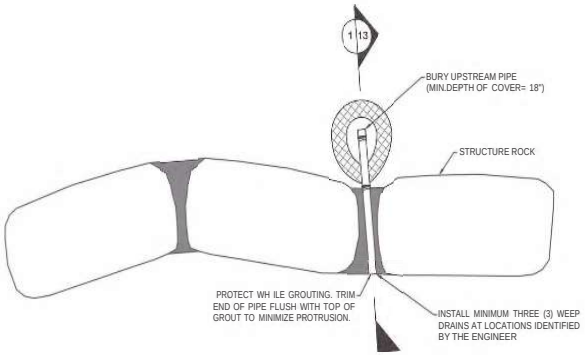
Santa Fe, NM 87505

GRADING PLAN & PROFILE - AREA 8

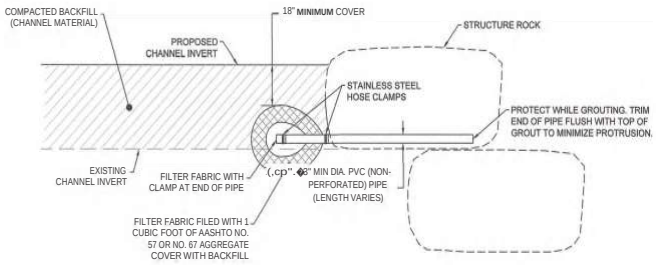
City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

Designed by	Checked by	Project Number	Sheet
JMC/RMO	WJM	19060	12 of 17
Drawn By	Date		
AMR/RMO	June 28, 2019		



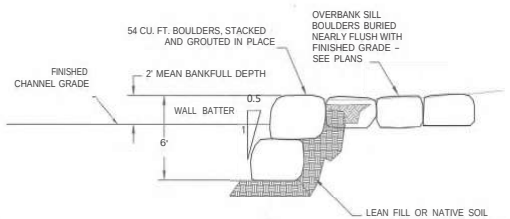
rjOPLAN WEEP DAIN (AIEA 8)

NOT TO SCALE



1/13 SECTION: WEEP DRAIN (AIEA 8)

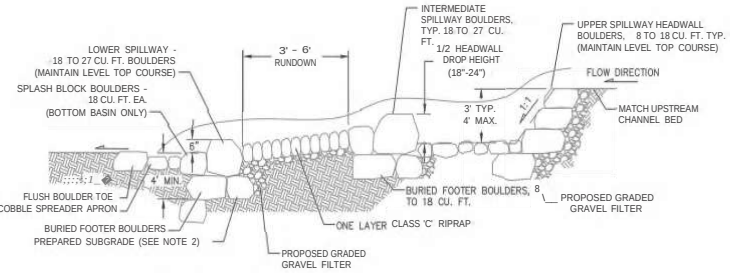
NOT TO SCALE



NOTES:

1. BOULDERS TO BE LIMESTONE, COMPARABLE TO THOSE EXISTING ON SITE WITH A MINIMUM VOLUME OF 54 CUBIC FEET; EQUIVALENT IN SIZE/MASS TO A 3' X 3' X 6' CUBE, AVERAGE, WITH NO DIMENSION TO BE SMALLER THAN 3'.
2. LOCATIONS OF BOULDER STRUCTURES ON PLAN ARE APPROXIMATE. COORDINATE FINAL PLACEMENT AND CONFIGURATION WITH PROJECT ENGINEER.

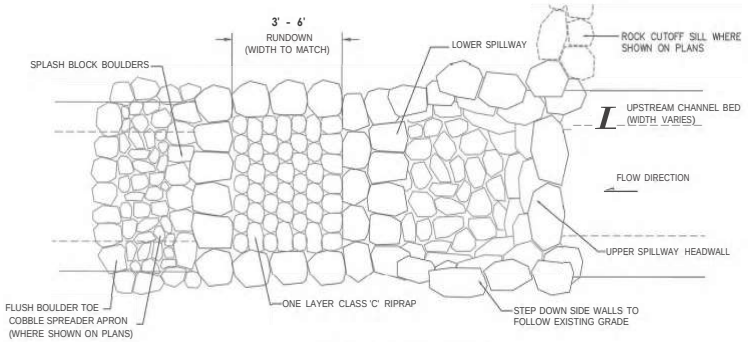
@j--GIOUTED BOULDER BAN PROTECTION



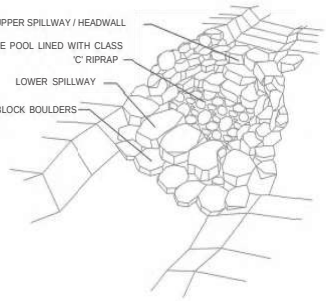
LONGITUDINAL SECTION (SEQUENTIAL BASINS)

NOTES:

1. BOULDER SIZES AND SHAPES MAY VARY, BUT SHOULD BE ANGULAR OR FLAT-SIDED TO PROMOTE STACKING AND INTERLOCK, AND SHOULD BLEND INTO THE LOCAL ENVIRONMENT.
2. LOOSEN SUBGRADE SOILS BEFORE PLACING ROCKS. TAMP BOTTOM COURSES OF ROCK FIRMLY IN PLACE, OFFSET JOINTS OF SUBSEQUENT COURSES FOR MAXIMUM STABILITY OF STRUCTURE.
3. CHINK GAPS BETWEEN BOULDERS WITH SMALLER ROCKS TO PROVIDE COMPLETE COVERAGE WITH NO GAPS LARGER THAN 1".
4. BACKFILL BEHIND UPSTREAM SIDE OF STRUCTURES WITH MINIMUM 18" LAYER OF GRADED GRAVEL FILTER.



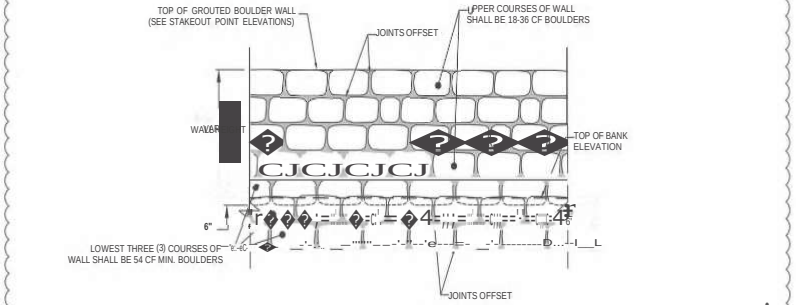
PLAN VIEW (SINGLE BASIN)



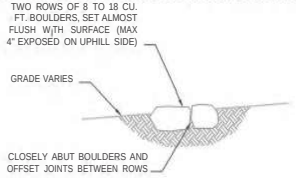
PERSPECTIVE VIEW

"ZUNI BOWL" BOULDER GRADE CONTROL

SCALE: 1" - 4'



@GROUTED BOULDER BAN PROTECTION AND WALL



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Santa Fe, NM 87505

BOULDER GRADE OOP€TROL DETAILS - CONSTRUCTION DETAILS

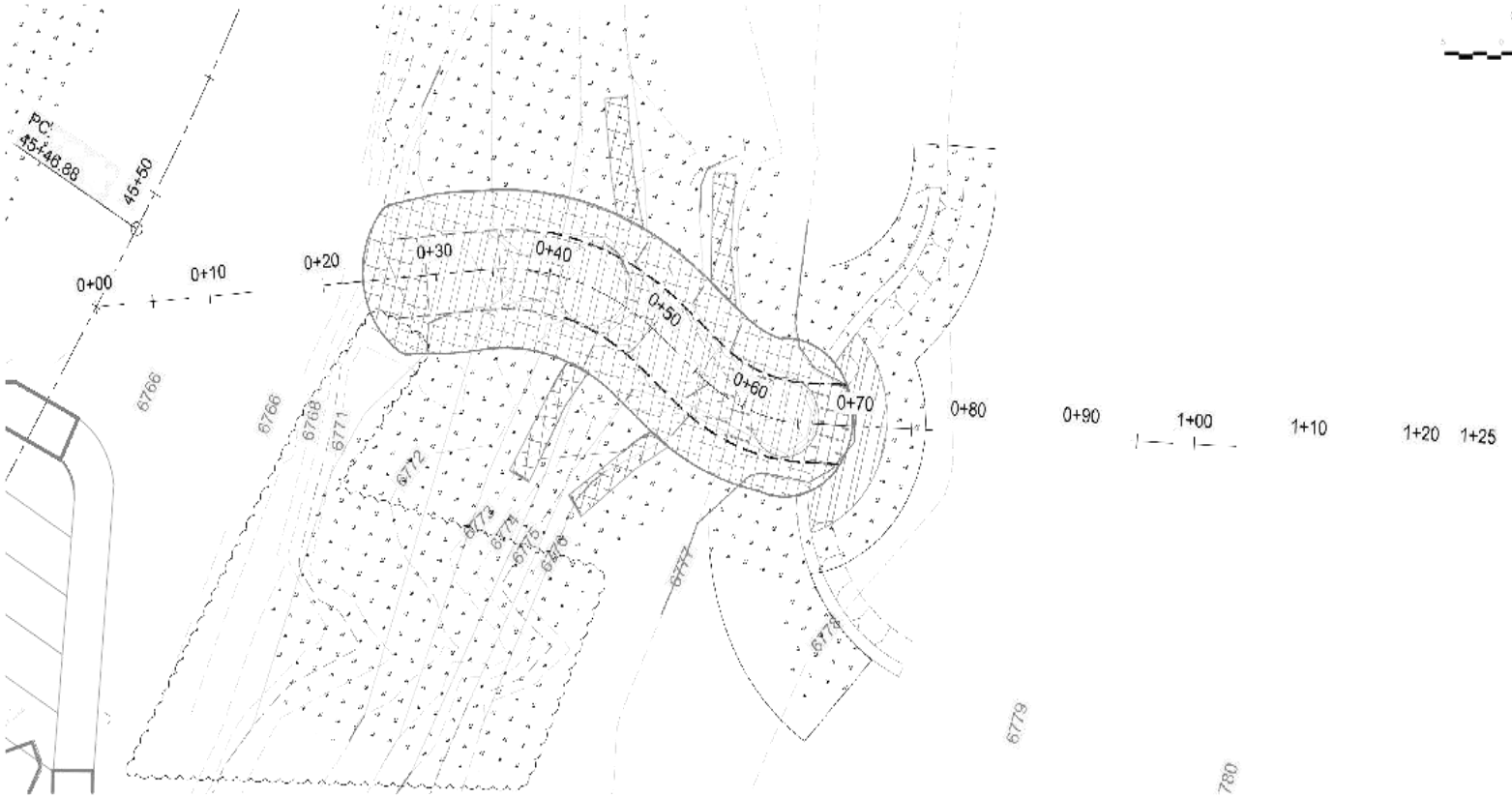
City of Santa Fe

SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

Design Revisions

Rev. No.	Description	Approved	Date
1	UPDATED BID PACKAGE	WJM	NOV2021

Designed By	Checked By	Project Number
JMC/RMO	WJM	19060
Drawn By	Date	Sheet
AMR/RMO	June 28 2019	13 of 17



GRAPHIC SCALE

PLAN - AREA 5

SCALE: 1" = 5'

LEGEND:

REVEGETATION NOTE:

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Santa Fe, NM 87505

REVEGETATION PLAN - ~~AREA 5~~
ADDITIVE ALTERNATIVE 5

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

Design Revisions

Rev. No.	Description	Approved	Date
1	UPDATED BID PACKAGE	WJM	NOV 2021

Designed By:	Checked By:	Project Number:	Sheet
RMO	RMO	19060	14 of 17
Drawn By:	Date:		
WF	June 28, 2019		

EROSION AND SEDIMENT CONTROL NOTES:

1. CONSTRUCTION ACTIVITY, EXCEPT THAT NECESSARY TO ESTABLISH EROSION CONTROLS, SHALL NOT BEGIN UNTIL EROSION CONTROLS HAVE BEEN INSTALLED.
2. CONTRACTOR MAY DRIVE OVER EXISTING WILLOW COVER WITH CONSTRUCTION EQUIPMENT INSTEAD OF CLEARING AND REPLANTING. IF EXISTING WILLOW COVER NEEDS TO BE CUT BACK, CUT FLUSH WITH GROUND AND DO NOT REMOVE ROOTS.
3. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 3:1, EXCEPT AS OTHERWISE SHOWN ON PLANS OR APPROVED BY FIELD ENGINEER.

WILLOW PLANTING NOTES (DORMANT SEASON: NOVEMBER-MARCH):

1. HARVEST AND PLANT STAKES AND POLE PLANTINGS DURING DORMANT SEASON (NOVEMBER-MARCH).
2. USE HEALTHY, STRAIGHT AND LIVE WOOD BETWEEN 2-7 YEARS OLD.
3. MAKE CLEAN CUTS AND DO NOT DAMAGE INSTALLATION, USE A PILOT BAR IN FIRM SOILS.
4. SOAK CUTTINGS FOR 48 HOURS (MIN.) PRIOR TO INSTALLATION.
5. TAMP THE SOIL AROUND THE STAKE.

SITE RESTORATION PLAN NOTES:

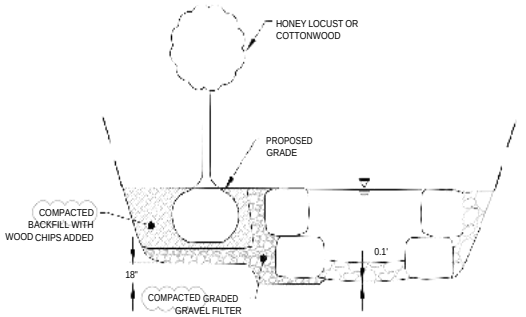
1. ANY TOPSOIL THAT IS EXCAVATED FROM WITHIN PROPOSED LIMITS OF DISTURBANCE SHALL BE SALVAGED/STOCKPILED FOR USE ON DISTURBED OVERBANK AREAS (OUTSIDE OF BANKFULL CHANNEL).
2. ALL DISTURBED OVERBANK AREAS SHALL HAVE A MINIMUM OF 6" TOPSOIL (APPROVED BY ENGINEER). ALL DISTURBED OVERBANK AREAS WITH SLOPES EQUAL TO 2:1 OR FLATTER WHOSE TOPSOIL HAS BEEN COMPACTED BY MACHINERY, MATERIAL STORAGE, ETC., SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 IN. PRIOR TO STABILIZATION.
3. PLANT 2-3 ROWS OF WILLOWS AT RANDOM AVERAGE SPACING 6 FT. ON STABILIZED SOUTH BANK. WILLOWS FOR PLANTING SHALL BE SALVAGED FROM THE NORTH BANK OF THE SANTA FE RIVER.
4. ANY DISTURBED SLOPES EQUAL TO OR STEEPER THAN 3:1 SHALL BE STABILIZED WITH EROSION CONTROL BLANKET TRENCHED INTO EARTH 12" ON ALL SIDES AND AT SEAM. BLANKET SHALL BE WESTERN EXCEL OR EXCEL CC-4 ALL NATURAL OR FULLY BIODEGRADABLE APPROVED EQUAL.
5. A 70% SURVIVAL RATE IS REQUIRED FOR WILLOW PLANTINGS. A 100% SURVIVAL RATE IS REQUIRED FOR THE REMAINING PLANTINGS, MEASURED AFTER 1 YEAR. CONTRACTOR MUST REPLACE ANY PLANTINGS THAT DO NOT SURVIVE THE FIRST YEAR AFTER SUBSTANTIAL COMPLETION.

IRRIGATION PLAN (AREAS 6, 6A, AND 7 ONLY):

1. CONTRACTOR SHALL PREPARE AND SUBMIT TO ENGINEER FOR APPROVAL TEMPORARY IRRIGATION PLAN USING A TEMPORARY STORAGE TANK AND DRIP SYSTEM OR OTHER APPROVED METHOD. IRRIGATION IS ONLY REQUIRED FOR HONEYLOCUST, DESERT WILLOW, AND COTTONWOOD PLANTINGS IN AREAS 6, 6A, AND 7.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PLANTS FOR FIRST YEAR FOLLOWING SUBSTANTIAL COMPLETION OF PROJECT.

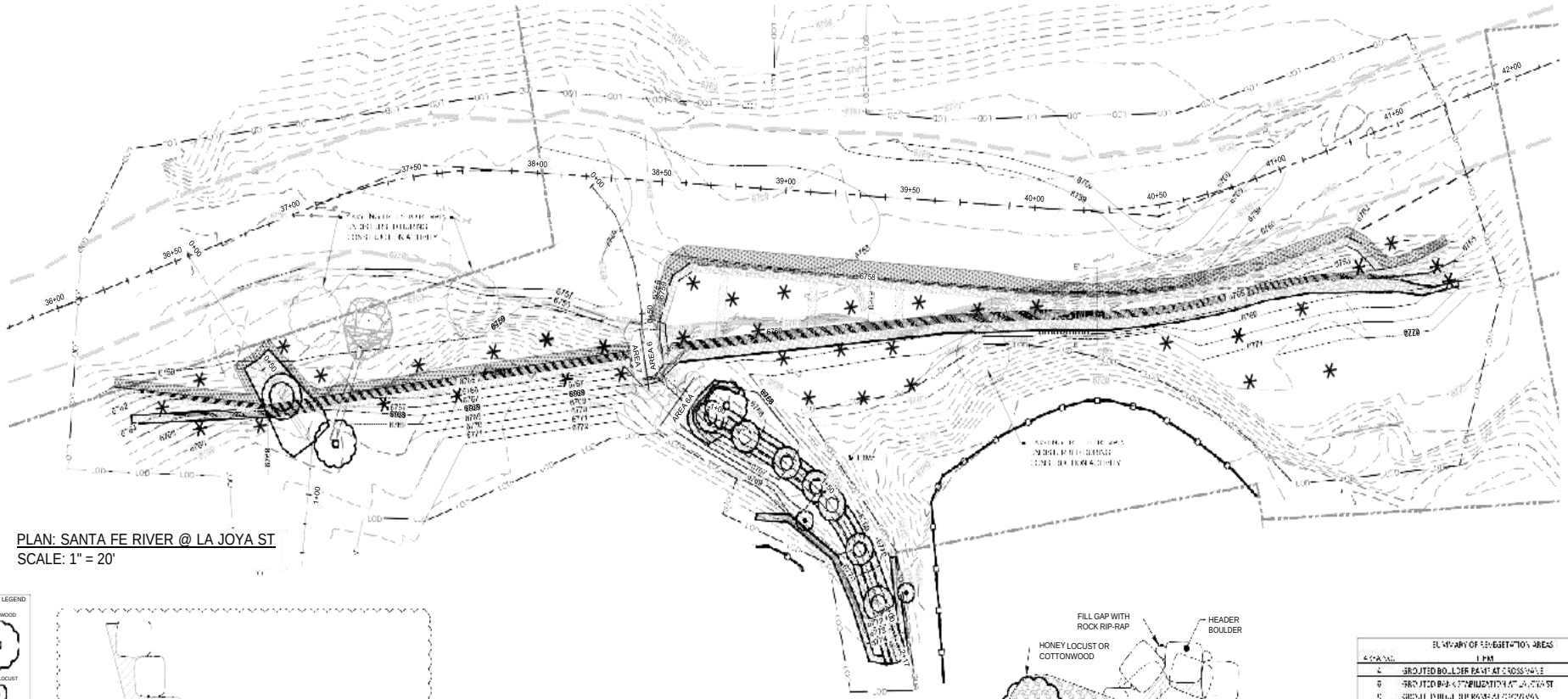
VEGETATION SCHEDULE

SPECIES	TYPE	BASE BID			ADDITIVE ALTERNATIVE 7	ADDITIVE ALTERNATIVE 6A	ADDITIVE ALTERNATIVE 5
		AREA 6	AREA 6	AREA 6			
[illegible]	Bundles (3)	0	100	48	80	0	20
[illegible]	10 gallon	0	0	0	0	2	0
[illegible]	3 gallon	0	28	0	14	0	0
[illegible]	Pole Planting	0	0	1	1	1	0
MDOT SEED MIX NATIVE REVEGETATION SEEDING	AREA (SY)	0	1,039	609	1,756	289	166



SECTION C-C': TREE PLANTING AT INFILTRATION POOL

(N.T.S)



PLAN: SANTA FE RIVER @ LA JOYA ST

SCALE: 1" = 20'

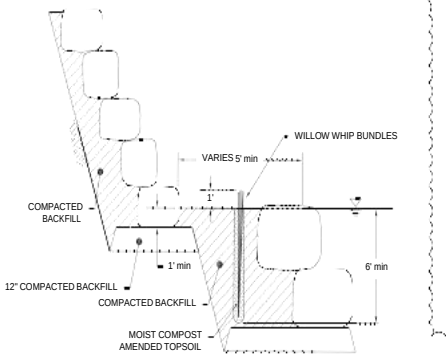
PLANTING LEGEND

COTTONWOOD

HONEY LOCUST

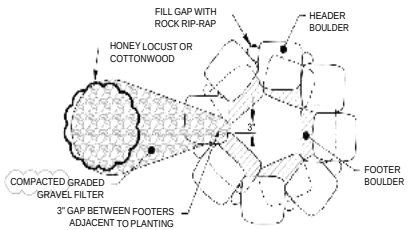
DESERT WILLOW

COYOTE WILLOW PLANTING AREA



SECTION E-E':TYPICAL WILLOW PLANTING (5' - 25' BANKFULL BENCH)

(N.T.S)



PLAN: TREE PLANTING AT INFILTRATION POOL

(N.T.S)

SUMMARY OF REVEGETATION AREAS

AREA(S)	ITEM	AREA (SQ.)
6	GROUTED BOULDER BANK AT CROSSWALK	0
6	GROUTED BANK STABILIZATION AT LA JOYA ST	1,079
6	GROUT [illegible]	[illegible]
6	STORMWATER RUN DOWN AT [illegible]	[illegible]
6A	STORMWATER RUN DOWN AT LA JOYA ST	250
5	STORMWATER RUN DOWN AT RICARDO RD	155

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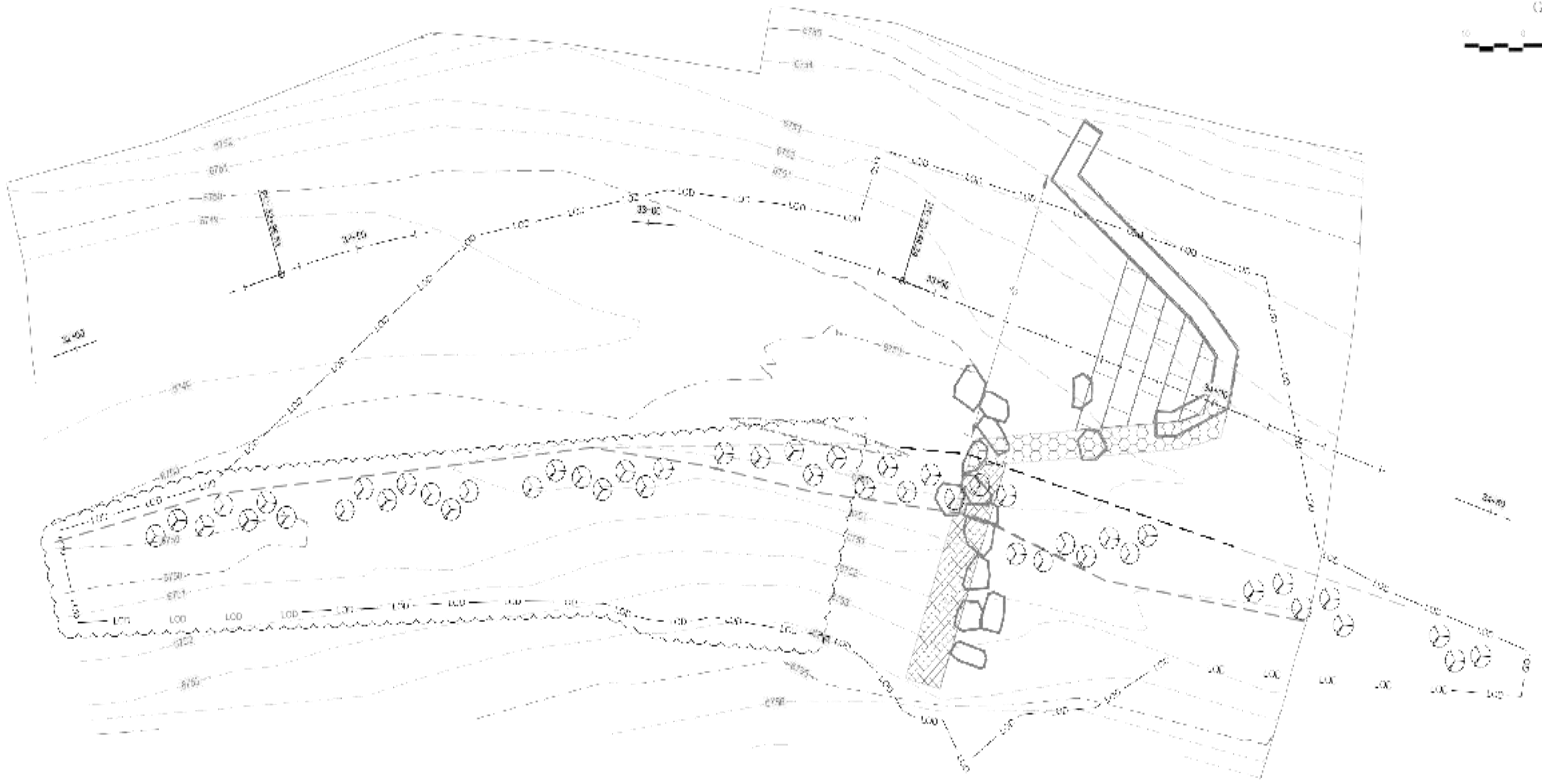
REVEGETATION PLANS - AREAS 6, 6A & 7

CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE 3B)
SANTA FE, NM

Design Revisions			
Rev. No.	Description	Approved	Date
1	POST-FLOOD DESIGN CHANGES	WJM	DEC 2018
2	UPDATE BID PACKAGE	WJM	NOV 2021

Designed By	Checked By	Project Number	Sheet
JMC	JMC	17080	15 of 17
Drawn By	Date		
CTO	JUNE 29, 2018		

GRAPH IC SCALE



PLAN - AREA 8

SCALE: 1" = 10'

LEGEND:

REVEGETATION NOTE:

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

REVEGETATION PLAN - AREA 8

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

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Designed By	Checked By	Project Number	Sheet
RMO	RMO	19060	16 of 17
Drawn By	Date		
WF	June 28, 2019		

NEW MEXICO
ENVIRONMENT DEPARTMENT
Surface Water Quality Bureau

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ENGINEERING DIVISION

BILL RICHARDSON
Governor
DIANE DENISH
Lieutenant Governor

Harold Runnels Building, N2050
1190 South St. Francis Drive, 87505
P.O. Box 5469, Santa Fe, NM 87502
Phone: (505) 827-0187 Fax: (505) 827-0160
www.nmenv.state.nm.us

RON CURRY
Secretary
SARAH COTTRELL
Deputy Secretary

June 24, 2010

CERTIFIED MAIL NO. 7008 1830 0003 4174 5623

Mr. Brian K. Drypolcher
City of Santa Fe, Watershed and Trails Section, Engineering Division
POB 909
Santa Fe, New Mexico 87504-0909

Subject: Clean Water Act Section 401 Water Quality Certification for ***NMED SWQB File SF-507***: Santa Fe River Restoration, Santa Fe County, New Mexico.

Dear Mr. Drypolcher,

The Surface Water Quality Bureau (SWQB) of the New Mexico Environment Department has examined the application for the project indicated above under Sections 404 and 401 of the federal Clean Water Act. According to the application, this project involves installing trails, channel and bank stabilization, and revegetation along at the Santa Fe River between Camino Alire and Camino Carlos Real. Garnett Fleming West, Inc. is acting as agent on your behalf.

The U.S. Army Corps of Engineers (USACE) will regulate this project under Nationwide Permit NW-27 (USACE Action SPA-2009-00765 -ABQ). A state Water Quality Certification is required by Section 401 of the federal Clean Water Act to ensure that the project complies with the State of New Mexico water quality standards (*State of New Mexico, Standards for Interstate & Intrastate Surface Waters, New Mexico Water Quality Control Commission, 20.6.4 New Mexico Administrative Code (NMAC) amendments effective on August 1, 2007*). A Section 401 Water Quality Certification is also required to comply with General Condition 21 (Water Quality) and General Condition 23 (Regional and Case-By-Case Conditions) of the Nationwide Permits.

The State of New Mexico water quality standards applicable to the project, which are available on the web at http://www.nmcpr.state.nm.us/nmac/parts/title20/20.006.0004.pdf include, but are not limited to:

20.6.4.8	*Antidegradation Policy and Implementation Plan*
20.6.4.13 A, B, F, I and 20.6.4.13.J	*General Criteria for Bottom Deposits and Suspended or Settleable Solids, Floating Solids, Oil and Grease, Toxic Pollutants, Temperature, and Turbidity* *Turbidity attributable to other than natural causes shall not reduce light transmission to the point that the normal growth, function or reproduction of aquatic life is impaired or that will cause substantial visible contrast with the natural appearance of the water. Turbidity shall not exceed 10 NTU over background turbidity when the background turbidity is 50 NTU or less, or increase more than 20 percent when the background turbidity is more than 50 NTU. Background turbidity shall be measured at a point immediately upstream of the turbidity-causing activity. However, limited-duration activities necessary to accommodate dredging, construction or other similar activities and that cause the criterion to be exceeded may be authorized provided all practicable turbidity control techniques have been applied and all appropriate permits and approvals have been obtained.*
20.6.4.98	*All intermittent surface waters of the state…*
20.6.4.900	*Standards Applicable to Attainable or Designated Uses*

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According to the State of New Mexico water quality standards, the Santa Fe River (Santa Fe WWTP to Nichols Reservoir) is designated for the following uses: livestock watering, wildlife habitat, limited aquatic life and secondary contact. "Surface water(s) of the state" means all surface waters including streams, mudflats, sandflats, wetlands, sloughs, wet meadows, and natural pools. The Santa Fe River (Santa Fe WWTP to Nichols Reservoir) does not meet State of New Mexico water quality standards for aquatic life, primary contact, or wildlife habitat *(2008 - 2010 CWA §303(d)/§305(b) Integrated Report and List of Assessed Surface Waters)*.

Section 401 Water Quality Certification with Conditions:

Pursuant to Section 401 of the Clean Water Act and 40 Code of Federal Regulations Part 121, the SWQB hereby issues a conditional Section 401 Water Quality Certification for USACE Action SPA-2009-00765 -ABQ (Santa Fe River Restoration) based on the application and/or information provided. This certification is subject to conditions to reasonably assure that the activity is consistent with state law, will be conducted in a manner that will not violate applicable State of New Mexico water quality standards, and implements the Water Quality Management Plan, including Total Maximum Daily Loads (TMDLs), the Continuing Planning Process, and Antidegradation Policy Implementation Plan. **Therefore, this Certification is not valid unless the following conditions are adhered to:**

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1. Erosion control measures for all portions of the project area that drain to or would have runoff toward surface water must be properly selected, installed, inspected, repaired, and maintained. Erosion and sediment control structures (e.g., silt fences, sediment basins, etc.) must be inspected after significant storm events and repaired as necessary. Sediment must be removed from erosion control structures when the sediment reaches one-half the height of the structure or wet storage volume is reduced by one-half.
2. Fuel, oil, hydraulic fluid, lubricants, and other petrochemicals must not be stored within the 100-year floodplain and must have a secondary containment system to prevent spills. Appropriate spill clean-up materials such as booms and absorbent pads must be available on-site at all times during construction.
3. All heavy equipment used in the project area must be pressure washed and/or steam cleaned before the start of the project and inspected daily for leaks. A written log of inspections and maintenance must be completed. Leaking equipment must not be used in or near surface water. Refuel equipment at least 100 feet from surface water.
4. Do not work within the channel during spring runoff or summer monsoon seasons. Local weather forecasts must be monitored to avoid working in high water. Releases from dams must be incorporated into the work schedule to avoid working in high water. Work in the stream channel should be limited to periods of no flow when practicable, and must be limited to periods of low flow.
5. Temporary crossings must be restricted to a single location and perpendicular to and at a narrow point of the channel to minimize disturbance. Heavy equipment must be operated from the bank or work platforms and not enter surface water when practicable. Heavy equipment must not be parked within the stream channel. Heavy equipment that is operated from within flowing water must be appropriate for such work and properly maintained.
6. Flowing water must be temporarily diverted around the work area, but remain within the existing channel to minimize erosion and turbidity and to provide for aquatic life movement. Diversion structures must be non-erodible, such as sand bags, water bladders, concrete barriers, or channel lined with geotextile or plastic sheeting. Dirt cofferdams are not acceptable diversion structures. Diversion structures must be capable of carrying anticipated stream flows during the construction period. All man-made materials must be removed from the diversion channel and water returned to the original channel in a manner that avoids or minimizes turbidity. Temporary diversion channels must be backfilled in a manner that prevents erosion and diversion of the stream from its natural channel.
7. Any asphalt, concrete, or other construction materials must be properly handled and contained to prevent releases to surface water. Poured concrete must be fully contained in mortar-tight forms and/or placed behind non-erodible cofferdams to prevent releases to surface water or ground water. Appropriate measures must be used to prevent wastewater from concrete batching, vehicle wash-down, or aggregate processing entering the watercourse. Dumping of waste materials near watercourses is strictly prohibited.
8. Work or the use of heavy equipment in wetlands must be avoided or minimized unless the impacts are to be mitigated.
9. In-channel structures must be properly designed, installed and maintained to allow passage of sediment, bedload, and woody debris, and to prevent erosion problems or diversion of the stream from its natural channel.
10. All areas adjacent to the watercourse that are disturbed because of the project, including temporary access roads, stockpiles and staging areas, must be restored to pre-project elevations. Disturbed areas outside the channel that are not otherwise physically protected from erosion must be reseeded or planted with native vegetation. Stabilization measures including vegetation are required at the earliest practicable date, but by the end of first full growing season following construction. Native woody riparian and/or wetland species must be used in areas that support such vegetation. Plantings must be monitored and replaced for an overall survival rate of at least 80 percent. Once established, native plants adapted to the site must be able to thrive with no supplemental water or treatment.
11. You are required to submit an annual monitoring report documenting the monitoring discussed below for a period of not-less-than five years.
    a. You shall take photographs of not less than ten locations adjacent to structures installed to determine the efficacy of the structure. Include the project's largest structures, especially those that cross the entire stream channel. The same locations shall be photographed annually and displayed in the monitoring report. Changes shall be prominently noted, both in the report text and annotated in the photo captions.
    b. You shall include a discussion of peak flows during spring and monsoon peak events, the installed structures' response to high flows, and the progress of post-construction stabilization, including the revegetation success. This discussion should be cumulative from year to year to enable the reader to obtain an overall understanding of the structures' efficacy since installation.
12. A copy of this Section 401 Water Quality Certification must be kept at the project site during all phases of construction. All contractors involved in the project must be provided a copy of this certification and made aware of the conditions prior to starting construction.

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13. The SWQB must be notified at least five days before starting construction to allow time to schedule monitoring or inspections.
14. Report all spills immediately to the NMED as required by the New Mexico Water Quality Control Commission regulations (20.6.2.1203 NMAC). For non-emergencies during normal business hours, call 505-428-2500. For non-emergencies after hours, call 866-428-6535 or 505-428-6535 (voice mail, with greenville or plastic sheeting. Dirt cofferdams are not acceptable diversion structures. Diversion structures must be capable of carrying anticipated stream flows during the construction period. All man-made materials must be removed from the diversion channel and water returned to the original channel in a manner that avoids or minimizes turbidity. Temporary diversion channels must be backfilled in a manner that prevents erosion and diversion of the stream from its natural channel.

Violations of State of New Mexico water quality standards could lead to penalties under the New Mexico Water Quality Act. Section 74-6-10.1 B of the Act states, "Any person who violates any provision of the New Mexico Water Quality Act other than Section 74-6-5 NMSA 1978 or any person who violates any regulation, water quality standard, or compliance order adopted pursuant to that act shall be assessed civil penalties up to the amount of ten thousand dollars ($10,000) per day for each violation."

The SWQB specifically reserves the right to amend or revoke this conditional Section 401 Certification at any time to ensure compliance with the State of New Mexico water quality standards. If you have any questions regarding this Section 401 Water Quality Certification, please feel free to contact Neal Schaeffer of my staff at (505) 476-3017. Thank you for your cooperation.

Sincerely,

Glenn Saums, Acting Chief
Surface Water Quality Bureau

GS: ens

xc: NMED District II Manager, Santa Fe
Deanna Cummings, U.S. Army Corps of Engineers
Tom Nystrom, Wetlands, Region 6, USEPA
Jill Wirk, New Mexico Department of Game and Fish
Brian Millsap, U.S. Fish and Wildlife Service
401 Certification File SF-507

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DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
U.S. ARMY CORPS OF ENGINEERS REGULATORY DIVISION
4101 JEFFERSON PLZ NE, ALBUQUERQUE, NM 87109

June 8, 2020

Regulatory Division

SUBJECT: Nationwide Permit (NWP) Verification – Action No. SPA-2009-00765-ABQ, Santa Fe River Restoration

Melissa McDonald
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Dear Ms. McDonald.

This letter responds to your May 19, 2020 request for an after the fact Nationwide Permit Verification for maintenance on the Santa Fe River Restoration Project located within the Santa Fe River at approximately latitude 35.6846, longitude -105.9672, within the city of Santa Fe, Santa Fe County, New Mexico. The work, as described in your request, will consist of minor maintenance of existing structures and includes installation of additional footers for enhanced scour protection, placement of boulder clusters, and installation of grouted rock ramps at existing cross vane structures.

Specifically, and as shown in the attached plans, this U.S. Army Corps of Engineers (Corps) Clean Water Act, Section 404 verification authorizes the permanent discharge of approximately 213 CY of fill material, and 149 CY of dredged material into approximately 0.04 acres of intermittent channel, and the temporary discharge of approximately 350 CY of dredged material into approximately 0.42 acres of intermittent channel specifically the Santa Fe River, for the purpose of maintenance and repair associated with the Santa Fe River Restoration Project.

We have assigned Action No. SPA-2009-00765-ABQ to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that the project is authorized by NWP 3 Maintenance. A summary of this permit and the New Mexico Regional Conditions are available on our website at www.spa.usace.army.mil/reg/nwp. Clean Water Act (CWA), Section 401, requires applicants of federal permits to obtain certification of compliance, or waiver thereof, with applicable water quality standards from the appropriate certifying authority. Please refer to our website at http://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/Water-Quality-Certification/ and the attached spreadsheet for information regarding CWA Section 401 water quality certification (WQC). The permittee must ensure that the work

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complies with the terms and conditions of the NWP(s), including New Mexico Regional Conditions and conditions of the applicable WQC.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with general conditions 18 and 20. Based on the information provided, we have determined that this project will not affect any federally listed threatened or endangered species. Additionally, we have determined that the project would not adversely affect any historic properties. However, please note that the permittee is responsible for meeting the requirements of general condition 18 on endangered species and general condition 20 on historic properties.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state or local laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, in order to undertake the proposed work.

This permit verification is valid until March 18, 2022 (33 CFR 330.6), unless the NWP is modified, suspended, revoked or reissued prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on a NWP will remain authorized provided the activity is completed within 12 months of the date of the NWPs expiration, modification, or revocation.

Within 30 days of project completion, the permittee must fill out the enclosed Certification of Compliance form and return it to our office. The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the NWP.

If you have any questions, please contact me at (505) 342-3280 or by e-mail at Stephen.R.Roethle@usace.army.mil. At your convenience, please complete a

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Customer Service Survey on-line available at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0.

Sincerely,

Stephen Roethle
Project Manager
NM/TX Branch

Enclosure(s)

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
U.S. ARMY CORPS OF ENGINEERS REGULATORY DIVISION
4101 JEFFERSON PLZ NE, ALBUQUERQUE, NM 87109

February 5, 2020

Regulatory Division

SUBJECT: Nationwide Permit (NWP) Verification – Action No. SPA-2020-00036-ABQ, Santa Fe River at La Joya Street River Bank Stabilization Repair

Melissa McDonald
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Dear Ms. McDonald:

This letter is in response to your Pre-Construction Notification (PCN) dated January 8, 2020, for the proposed Bank Stabilization Project located at latitude 35.677829, longitude -105.976322, in the Santa Fe River within the City of Santa Fe, Santa Fe County, New Mexico. The work, as described in your PCN, will consist of bank stabilization activities to include re-sloping eroded banks, installation of boulder retaining wall and boulder sills. Re-vegetation of banks and slopes that includes willow live stake plantings, and seeding with native riparian mix to protect against erosion will also occur.

Specifically, and as shown in the attached construction drawings dated June 29, 2018 this verification authorizes the permanent discharge of approximately 152 CY of fill material into 300 LF (0.08 acres) of intermittent stream channel, and the temporary discharge of approximately 210 CY into 0.42 acres (300 LF) of intermittent stream channel specifically the Santa Fe River channel, for the purpose of bank stabilization associated with the Santa Fe River at La Joya Street River Bank Stabilization Repair Project. We have assigned Action No. SPA-2020-00036-ABQ to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that the project is authorized by NWP 13 Bank Stabilization. A summary of this permit and the New Mexico Regional Conditions is enclosed as well and are available on our website at www.spa.usace.army.mil/reg/nwp. Clean Water Act (CWA), Section 401, requires applicants of federal permits to obtain certification of compliance, or waiver thereof, with applicable water quality standards from the appropriate certifying authority. Please refer to our website at http://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/Water-Quality-Certification/ and the attached spreadsheet for information regarding CWA Section 401 water quality certification (WQC). For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1.

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Furthermore, you must comply with the non-discretionary Special Conditions listed below:

1. The permittee shall implement erosion control measures for all temporarily disturbed areas, including access and staging areas, to prevent upland erosion into waters of the U.S. prior to commencement of ground-disturbing activities and these measures will be properly maintained by the permittee until temporarily disturbed areas are stabilized.
2. Pursuant to Part 11 of Appendix C of 33 CFR 325, if buried cultural deposits are encountered during construction, work should cease immediately and the permittee shall contact the Corps and avoid further impacts to the area until a determination of significance can be made. If necessary, consultation will take place with the State Historic Preservation Officer and with American Indian Tribes that have cultural concerns in the area to determine the best course of action.
3. No later than one month following completion of authorized work in waters of the U.S., the permittee shall ensure all sites within waters of the U.S. subject to authorized, temporary impacts are restored to pre-project alignments, elevation contours, and conditions to the maximum extent practicable to ensure expeditious resumption of aquatic resource functions. No later than 45 calendar days following completion of authorized work in waters of the U.S., the permittee shall submit a memorandum documenting compliance with this special condition.

No later than one month following completion of authorized work in waters of the U.S., the permittee shall ensure all sites within waters of the U.S. subject to authorized, temporary impacts are restored to pre-project alignments, elevation contours, and conditions to the maximum extent practicable to ensure expeditious resumption of aquatic resource functions. No later than 45 calendar days following completion of authorized work in waters of the U.S., the permittee shall submit a memorandum documenting compliance with this special condition.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with general conditions 18 and 20. Based on the information provided, we have determined that this project will not affect any federally listed threatened or endangered species or any historic properties. However, please note that the permittee is responsible for meeting the requirements of general condition 18 on endangered species and general condition 20 on historic properties.

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This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state or local laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, in order to undertake the proposed work.

This permit verification is valid until March 18, 2022 (33 CFR 330.6), unless the NWP is modified, suspended, revoked or reissued prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on a NWP will remain authorized provided the activity is completed within 12 months of the date of the NWPs expiration, modification, or revocation.

Within 30 days of project completion, the permittee must fill out the enclosed Certification of Compliance form and return it to our office. The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the NWP.

If you have any questions, please contact me at 505-342-3280 or by e-mail at Stephen.R.Roethle@usace.army.mil. At your convenience, please complete a Customer Service Survey on-line available at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0.

Sincerely,

Stephen Roethle
Project Manager
NM/TX Branch

Enclosure(s)

Design Revisions			
Rev. No.	Description	Approved	Date
1	UPDATE BID PACKAGE	WJM	NOV 2021

william j. miller ENGINEERS

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

PERMITS

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

Designed By:	Checked By:	Project Number:	Sheet:
JMC	WJM	19060	17 of 17
Drawn By:	Date:		
JMC	June 28, 2019		

F. SPECIAL PROVISIONS

SECTION 203: EXCAVATION, BORROW, AND EMBANKMENT

203.1 DESCRIPTION

This Work consists of performing excavation, providing borrow, constructing Embankment, hauling, disposing, placing, and compacting Materials.

CONSTRUCTION REQUIREMENTS

Excavation

Within cut sections, remove excavated material from the limits of the cut section to the Subgrade elevation for the width of the Project Area. Finish cut sections to a smooth and uniform surface. Remove unsuitable or unstable material below finished Subgrade. Take cross-sectional measurements after the removal of unsuitable and unstable material. Subgrade elevations shall be checked upon completion of excavation to verify cut meets design grade.

Embankment

Break up the original ground surface to at least six (6) inches by plowing, scarifying, or stepping up. Place Material for Embankment in horizontal layers not exceeding eight (8) inches thick and compact this area to 95% of maximum density as determined in accordance with AASHTO T 180 (Modified Proctor).
Contractor shall distribute and fill the interstices between placed structure rocks to form a dense mass. If the interstices between the rock fragments cannot be completely filled and compacted, use bridging geotextile over the top of the rock fragments to prevent the overlying Embankment Material from filling the interstices. Do not use rock fragments that may degrade with time or may be water sensitive (such as shale or gypsum) as rock fill in Embankments. This material is considered unsuitable by the Owner.

Sub excavation

Remove unsuitable Materials from the Subgrade unless an alternative treatment is agreed upon by the Engineer.

METHOD OF MEASUREMENT

Excavation, Borrow, and Embankment

Within cut sections, excavated material removed from the limits of the cut section to the Subgrade elevation for the width of the Project Area shall be paid as Unclassified Excavation.

Submit the original ground surface and final surface data for each phase of construction to the Engineer to estimate completed portion of total excavation volume. Compensation will be provided as a portion of the total lump sum cost for

excavation depending on completion of entire line item as approved by the Engineer. The Department will not apply any shrinkage or swell factor due to payment being made on the final cross sectioned volume.

Pay Item	**Pay Unit**
Excavation	Cubic Yard

F.1. SECTION 303: GRADED GRAVEL FILTER

The requirements of Section 303 shall remain in effect except as modified below:

303.2.2 AGGREGATE ACCEPTANCE

Add the following subsection:

Table 303.2.1:3 Graded Gravel Filter:

Graded gravel filter aggregate shall meet the following gradation requirements:

Sieve Size	Percent Passing
6 inch	100
4 inch	60 – 90
2 inch	30 – 50
1 inch	5 – 20
½ inch	0

Section 303.5 BASIS OF PAYMENT

Add the following pay item:	Pay Unit:
Graded gravel filter	Cubic yard

F.2. SECTION 206: EXCAVATION AND BACKFILL FOR CULVERTS AND MINOR STRUCTURES

206.1 DESCRIPTION

This Work consists of excavating, placing and compacting select backfill, and disposing of material related to construction of box and pipe Culverts, storm drains, and other drainage Structures. Excavation includes dewatering, pumping, bailing, draining, sheeting, bracing, and Incidentals required for proper execution of the Work. Ditches required at Culvert inlets and outlets, and other locations indicated in the Plans are included under the item for Unclassified Excavation.

206.2 MATERIALS

Select Backfill - Graded Gravel Filter
Graded Gravel Filter select backfill material shall be composed of stone, crushed stone, crushed or screened gravel, caliche, sand, or a combination of these Materials; and must be free of organic matter, silt, clay balls, and other deleterious materials. Select fill shall be approved by the Engineer before it is placed.

Earth Backfill
Earth backfill is composed of natural earth material obtained from required excavations and designated borrow areas

206.3 CONSTRUCTION REQUIREMENTS

General
Remove unstable foundation material below the specified bottom-of-structure elevation and replace with approved Material, as directed by the Engineer. Ensure the moisture content of the soil, at the time of compaction, is not greater than or less than five percent (5%) of the optimum level.

Compact the top six (6) inches of existing ground and graded gravel filer to at least 95% of maximum density in accordance with AASHTO T 180 (Modified Proctor), Method D (TTCP Modified). Maintain the density, approved surface elevation, and shape of the foundation immediately before placing structure rock.

Each layer of earth backfill shall be compacted to a minimum of 90% of maximum dry density of the fill soil. Compaction of each 12-inch layer shall be by a minimum of four passes, of a pneumatic-tired roller or vibratory roller or track-mounted diesel tractor capable of exerting a minimum of 5,000 lb./ft^2 on placed earth backfill.

Contractor’s compaction equipment and methods of consolidation are subject to approval by engineer prior to their use in the work.

Pipe Culverts, Storm Drains, and Structural Plate Pipe

Remove rock and other unyielding foundation material a minimum of four (4) inches (maximum 12 inches) below the bottom of the Structure. Backfill this added depth with an approved Material as identified in the Contract. Excavate trenches wide enough to allow for pipe joining and compaction of the bedding and backfill Material under and around the pipe. Uniformly compact the trench for its full length and width.

206.4 METHOD OF MEASUREMENT

The Engineer will measure the in-place quantity of Unstable Material Excavation below the bottom-of-structure elevation.

206.5 BASIS OF PAYMENT

Excavation, disposal of unstable material, backfill and select backfill material, placement and compaction of select backfill for Culverts, storm drains, other drainage Structures, box Culverts, and minor Structures shall be included in the Contract unit price per cubic yard. Excavation shall include all dewatering, pumping, bailing, draining, sheeting, bracing, and Incidentals required for proper execution of the Work. The Owner will not apply any shrinkage or swell factor due to payment being made on the final cross sectioned volume.

Pay Item	**Pay Unit**
Excavation and installation of culvert	Linear Foot

F.3. SECTION 570: PIPE CULVERTS

570.1 DESCRIPTION

This Work consists of supplying, constructing, and reconstructing pipe Culverts.

570.2 MATERIALS

Metal Pipe

Provide helical corrugated pipe that have re-rolled ends with at least two (2) annular corrugations. If using stab joints, only one (1) end may have a factory attached coupling as appropriate for the end.

If using smooth interior lined steel Culvert pipe (double wall), provide lock seams of the smooth interior liner and the corrugated shell that are continuous from end to end of each length of pipe section. Ensure the exterior gauge is not less than the specified gauge in the Contract for unlined corrugated steel Culvert pipe. The interior metal lines shall be at least 0.040 inch.

570.3 CONSTRUCTION REQUIREMENTS

Excavation and Backfill

Excavate trenches in accordance with Section 206, “Excavation and Backfill for Culverts and Minor Structures.” Make the trenches wide enough to properly join the pipe and

thoroughly compact the bedding Material under and around the pipe. Where possible, make the trench wall vertical.

Fill Height Requirements
Provide minimum and maximum cover over the pipe in accordance with the Standard Drawings.

Laying Pipe
Begin laying pipe at the downstream end of the pipeline except for extensions of existing pipes. Place the bottom of the pipe in contact with the shaped bedding throughout its full length.
Place the bell ends or outside circumferential laps of pipes facing upstream to obtain a shingling effect. Place pipe with longitudinal laps or seams with the laps or seams at the sides.
Lay paved or partially lined pipe so that the longitudinal centerline of the paved segment coincides with the flow line. Place elliptical and elliptically reinforced pipes with the major axis within 5° of a horizontal plane.

570.4 METHOD OF MEASUREMENT

570.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Culvert Pipe	Foot
Culvert Pipe End Section	Each
Culvert Pipe Arch	Foot
Culvert Pipe Arch End Section	Each

Work Included in Payment
The following Work and items shall be considered as included in the payment for the major items and will not be measured or paid for separately:
A. All joint Materials, shear connectors required for joining sections;

B. Testing and Certification of all Culverts; and

C. The coating of aluminum and aluminized steel pipe Type 2 when placed with fresh concrete. Work shall include trenching, connections to transitions, pipe joining, dewatering, installation of pipe, fittings miscellaneous components; including elbows, drains and blow offs, backfill and compaction, encasing or special backfill and hydrostatic testing.

F.4. SECTION 601: REMOVAL OF STRUCTURES AND OBSTRUCTIONS

601.1 DESCRIPTION

This Work consists of removing and salvaging, or disposing of structures, pavement in its entirety or partially, and other obstructions. This Work also includes salvaging specified Materials. The Contractor shall repair salvageable items that are damaged during removal, whether designated for removal in the Contract or by the Project Manager, at no additional cost to the City of Santa Fe.

601.3 CONSTRUCTION REQUIREMENTS

601.3.1 General

If the Contract identifies material for salvage, remove the material and store this material in accordance with the Contract. Notify the Project Manager in writing of disposal details for material not identified as salvage. Destroy unusable, non-hazardous combustible material. Dispose of non-hazardous, noncombustible material.

601.3.2 Removal of Pipe

Minimize damage while removing existing pipe. If the Project Manager identifies existing pipe as reusable, store the reusable pipe, minimizing loss or damage.

601.3.3 Removal of Pavement, Sidewalks, Curbs, and Gutters

Break concrete items including pavement and dispose of them in accordance with Section 601.3.1, “Construction Requirements, General.” The Contractor is responsible for disposing of excess material in accordance with Section 601.3.1, “Construction Requirements, General.”

601.3.4 Demolition

If the Contract requires demolition, remove the existing structures and restore to the existing surface. Before beginning demolition, coordinate disconnection of utility services with the appropriate utility owner. Immediately repair broken or damaged utilities, at no additional cost to the Department.

601.3.6 Hauling and Stockpiling Salvageable Material

If the Contract requires the Contractor to haul and stockpile salvageable material, load, haul, unload, and stockpile the Materials in accordance with the Contract. Minimize damage to the material. Place the salvageable material on blocks or other approved Materials and maintain the stockpile area, as directed by the Project Manager.

601.5 BASIS OF PAYMENT

Pay Item Pay Unit

Removal of Structures and Obstructions Lump Sum

Removal of Surfacing Lump Sum or Square Yard
Demolition Lump Sum
The Department will make partial payments based on the percent complete of each item on the list of removals provided to the Project Manager at the preconstruction conference. The Department will not make additional payment for minor removals not specified in the Contract.

601.5.1 Work Included in Payment

1. No direct payment will be made for filling cavities left by structure removal, and the Work shall be considered Incidental to the applicable items;
2. No direct payment will be made for loading, hauling, unloading, and satisfactorily stockpiling salvageable material and the Work shall be considered Incidental to the applicable items.

F.5. SECTION 602: SLOPE AND EROSION PROTECTION STRUCTURES

602.1 DESCRIPTION

This Work consists of providing and placing riprap, gabions, revetment mattresses, sacked concrete revetment, concrete block revetment, wrapped rock faces, and other systems on the Embankment slopes and the sides and bottoms of channels, drain outlets, ditches, and other such locations. The work shall also consist of furnishing and placing boulders for in-stream structures and rock walls for slope stabilization.

602.2 MATERIALS

Riprap shall conform to Class C classifications and requirements, with a maximum volume of 4 ft^3 minimum volume of 2 ft^3, and a minimum dimension of 9 inches.

Structure rock for river bank stabilization shall conform to the minimum volumes and density shown in the following table:

Classification	Minimum stone volume (ft^3)	Minimum stone dimension (in.)
Structure rock (river structures and sill rock)	54	24
Large boulder (rock walls)	27	24
Small boulder (Zuni bowls and sill rock)	18	18

Physical Properties of Structure Rock

Structure rock and boulders used to construct in-stream structures and slope stabilization walls shall be blocky in shape and not rounded. Rock must be stable and able to stack to achieve specified height described in construction plans. River rock is not acceptable for use in constructing rock wall. Relative boulder volumes for specific applications are noted on the plans. Imported boulders shall match existing (limestone boulders previously used on site) in color and general composition. All rock shall have a minimum specific gravity of 2.6 as determined by ASTM D6473-15. Specific gravity data for rock source shall be provided by the Contractor and approved by the Engineer. Final approval of all boulders shall be made by the ENGINEER prior to any rocks being furnished to this project. This may require the ENGINEER visiting the rock pit to inspect and mark suitable rocks.

602.3 CONSTRUCTION REQUIREMENTS

Place riprap stones forming a continuous blanket in accordance with the Contract. Place stones with the long axis parallel to the toe of the slope, with a stable bearing upon the underlying soil or stones.

Place large stones as close together as possible. Use smaller stones to fill the areas between the larger stones. Ensure that the finished riprap surface varies no more than three (3) inches from the specified slope; and derrick stone riprap varies no more than eight (8) inches from the specified slope. Unless otherwise specified, place the riprap foundation course in a trench excavated to 24 inches below the toe of the slope of the Embankment or side of channel.
Place a layer of Class 1 geotextile filter fabric between the slope and erosion protection structures, and the backfill Material.

Placement of Structure Rock and Boulders

In-stream rock structures for grade stabilization or bank protection shall be constructed to the general lines, angles and slopes that are shown in the plans, and to any specific elevations shown in the plans. Individual boulders should be placed in running bond pattern, to the extent possible (i.e. joints shall be offset). Each boulder should be placed so as to interlock with adjacent boulders, in a manner such that they would remain firmly in place without the benefit of the mortar or other mechanical stabilization.

Because each location is different, and no two boulders are the same shape/size, the ENGINEER or his representative will provide guidance to the CONTRACTOR in the placement of boulders to optimize the stability and benefits of the structure. The CONTRACTOR should expect that the process of rock placement will be a “trial and error” process, proceeding until the best outcomes of rock placement and fit are achieved. Not every rock will fit in every location. The ENGINEER shall work with the CONTRACTOR to establish reasonable tolerances for elevations in rock placements, and to establish reasonable guidelines for rock selection and fit so that the finished product is both stable and aesthetically pleasing. Final acceptance of rock structure work will be determined solely by the ENGINEER.

Grouting of Structure Rocks

Grouting shall follow the general requirements and procedures of 602.3.1.1 and 602.3.1.2, except that faces of boulders shall be kept free of grout. Top of grout should remain approximately 1 – 2 inches below top of boulders. Any splashes or overflows of grout onto the exposed faces of the boulders shall be removed before grout sets.

602.4 METHOD OF MEASUREMENT

The Engineer will measure *Riprap Class C* based on the specified thickness and accepted surface area. Structure rock and boulders will be measured based on purchased and delivered quantities from quarry or rock source.

602.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Riprap Class C	Cubic Yard
Structure Rock and Boulders	Ton
Grouted structure rock (grout incidental)	Ton

Work Included in Payment
The following Work and items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately:

1. Excavation, backfilling and disposal of material required for the placement of slope and erosion protection structures;
2. Preparing subgrade upon which boulders are to be placed
3. Tooling of joints
4. Pointing, cleaning and protection of boulder faces
5. Preparation of test samples.
6. Dewatering
7. Stakes and staples, drainage geotextile

F.6. SECTION 621: MOBILIZATION

621.1 DESCRIPTION

This Work consists of preparatory Work, preliminary operations, movement of personnel, equipment, supplies, and Incidentals to the Project site, and establishment of offices, buildings, and other facilities necessary for the Project, before beginning Work on the Project.

621.4 METHOD OF MEASUREMENT
Payment Procedures

If the Contractor's Bid Item Price for mobilization is equal to or less than ten percent (10%) of the Total Original Contract Amount less mobilization, the Owner will pay the Contractor using the following procedure:

1. If the Contractor has performed Work representing less than five percent (5%) of the Total Original Contract Amount less mobilization, the Owner will pay 25% of the mobilization Bid amount;

2. If the Contractor has performed Work representing from five percent (5%) to less than ten percent (10%) of the Total Original Contract Amount less mobilization, the Owner will pay 50% of the Bid Item Price for mobilization; and

3. If the Contractor has performed Work representing ten percent (10%) or more of the Total Original Contract Amount less mobilization, the Owner will pay 100% of the Bid Item Price for mobilization.
If the Contractor's Bid Item price for mobilization is greater than ten percent (10%) of the Total Original Contract Amount less mobilization, the Owner will only apply the previous payment procedure to that portion of the Contractor's Bid Item Price for mobilization

equal to ten percent (10%) of the Total Original Contract Amount less mobilization. The Department will pay the Contractor the remainder of the Bid Item Price for mobilization upon completion of the Work.

621.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Mobilization	Lump Sum

The Owner will not make additional payments for demobilization and remobilization due to shutdowns or suspensions of the Work, or for other mobilization activities required for satisfactory completion of the Contract.

F.7. SECTION 603: TEMPORARY EROSION AND SEDIMENT CONTROL

603.1 DESCRIPTION

This Work consists of constructing, inspecting, and maintaining erosion, sediment control, and storm water pollution prevention facilities for the discharge of storm water associated with construction activity. This Work includes construction phase activities through final stabilization.

Storm Water Pollution Prevention Plan
A Storm Water Pollution Prevention Plan (SWPPP) is required because the disturbed area for the Base Bid is larger than one acre.

Contractor Responsibilities
All of Contractors construction activities shall be in accordance with the terms and conditions of the following two (2) Clean Water Act Section 404 Nationwide Permit (NWP) Verifications: February 5, 2020 NWP 13 Bank Stabilization – Action No. SPA-2020-00036-ABQ, Santa Fe River at La Joya Street River Bank Stabilization Repair, and June 8, 2020 NWP 3 Maintenance – Action No. SPA-2009-00765-ABQ, Santa Fe River Restoration, copies of which is incorporated herein by reference.

Before disturbing any soil, the Contractor shall prepare and submit to the Engineer a Contractor developed Temporary Erosion & Sediment Control Plan based on the planned construction phasing and schedule. The Contractor shall prepare amendments to the TESCP as Work progresses or as phasing or scheduling changes are made. Specifically, the Contractor shall prepare a Construction Phase TESCP for each construction phase and include at least the following items or activities:

1. Develop the SWPPP using a combination of structural, non-structural, and vegetative best management practices (BMPs) appropriate for the identified location to control erosion and sedimentation and manage storm water during construction activities.

2. Include proposed methods for minimizing or eliminating pollution of streams, lakes, reservoirs, canals, and other water impoundments from storm water discharge associated with construction activities.

3. Do not start earth—disturbing activities until the Contractor developed TESCP has been submitted and the NOI is active.

4. Refer to the recommendations in the current version of the Department's National Pollutant Discharge Elimination System Manual: Storm Water Management Guidelines for Construction and Industrial Activities.

5. Provide a signed, certified statement that states the terms and conditions of the NPDES General Permit are fully understood. Include a statement of intent to fully implement the SWPPP as proposed or modified at the pre-construction meeting in the certification.

6. Maintain the SWPPP in accordance with the NPDES Construction General Permit until final grading, erosion control, and seeding operation completion.

603.2 MATERIALS

General
Provide Materials for erosion, sediment control, and storm water pollution prevention measures that consist of siltation fences, socks, rock, riprap, soil retention blankets, or other acceptable measures approved by the Engineer.

Geotextiles

Drainage Geotextiles
Provide drainage geotextiles (Class B drainage applications) for silt fence in accordance with Section 604, "Soil and Drainage Geotextiles," unless otherwise specified in the Contract.

Soil Retention Blanket
Provide a soil retention blanket from the Department's *Approved Products List,* or as specified in the Contract and approved by the Engineer.

Riprap
Provide riprap and rock plating in accordance with Section 602, "Slope and Erosion Protection Structures."

Mulch Socks or Composted Mulch Socks
Core Material (Mulch): See Section 632, "Revegetation" for mulch and composted mulch Specifications. Core Material (woodchips): The Material must be 100% untreated wood chip and free of inorganic debris, such as plastic, glass, metal, etc. Manufacturer shall certify that the material is free of noxious weeds.

Woodchip size shall not be smaller than one (1) inch and shall not exceed three (3) inches in diameter; shavings shall not be more than five percent (5%) of the total mass.
Containment Mesh: Furnish containment mesh 100% biodegradable, photodegradable such as burlap, twine, UV photodegradable plastic, polyester, or other acceptable Material as directed by the Engineer.
The mesh should not exceed 1/2 inch in diameter. Furnish biodegradable or photodegradable containment mesh when the socks will remain in place as part of the permanent or temporary vegetative plan. The containment mesh shall be greater than nine (9) inches in height after being packed; the containment mesh shall be densely packed so that the socks do not deform. The Engineer will determine the maximum allowable height for containment mesh.

603.3 CONSTRUCTION REQUIREMENTS

Mulch Socks or Composted Mulch Socks

Install the socks near the downstream perimeter of the disturbed area as shown on the SWPPP to intercept sediment from sheet flow, in the ditch as check dams, or as inlet protection as directed by the Engineer. Close contact between the earth and sock should be maintained by removing remaining vegetation, rocks, debris, and dirt clods. The socks will be interlocked or overlapped at the ends.
Anchoring should be adequate to prevent displacement during design rain events and to prevent flow under the socks. The anchors will be two (2) inch by two (2) inch wooden stakes or as approved by the Engineer. Socks used as check dams or placed in areas where the flow is more concentrated will be staked.

Earthwork Operations

Protect slopes as excavation or Embankment construction progresses. Maintain and protect the earthwork in Roadway sections through all construction stages to prevent sediment from leaving the construction limits.
Provide temporary slope drain facilities that can collect runoff and carry it to the slope bottoms. Use drain Materials capable of length change as earthwork operations progress.

603.4 METHOD OF MEASUREMENT

The Department will measure check dams along the crest of the dam.

SWPPP Plan Preparation and Maintenance

The Owner will reimburse the cost to prepare the SWPPP, prepare and install all BMPs for the Construction Phase TESCP, and maintain the Construction Phase TESCP BMPs under pay item Temporary erosion and sediment control.

603.5 BASIS OF PAYMENT

Compensation for Pollution Control will include cost of all materials described in SWPPP including the installation and implementation of BMPs. Payment shall be made

in a lump sum after submission and implementation of valid SWPPP as approved by the Engineer.

Pay Item	Pay Unit
Pollution Control	Lump Sum

F.8. SECTION 632: REVEGETATION

632.1 POLE PLANTING

A. Contractor Qualifications:

The contractor or revegetation subcontractor shall be a company that specializes in native plant revegetation and/or bio-engineering installations, with documented prior experience. The contractor shall furnish information substantiating its capability to provide staff expertise and suitable and sufficient quantity of equipment and labor to meet contract deadlines. Proof of capability may include monitoring and evaluation reports, letters of recommendation from the previous clients noting specific projects, and/or written commentary from public agency personnel.

B. Scope:

Pole planting is a term describing the use of live dormant stem cuttings of woody plant species for the purpose of propagating a selected tree or shrub species. This work shall consist of furnishing and installing the necessary vegetative materials as specified herein.

C. Definitions:

Branched Un-rooted Poles
Woody plant cuttings, capable of rooting, that are taken from trees and shrubs. All plant materials must be top quality stock. Plant materials shall be sound, healthy specimens. Any specimens that show evidence of serious injuries, bark damage, or insect infestation will be rejected.

Dormant Season
The non-growing season for woody species, when they have set their buds, and photosynthesis in the leaves has stopped (top growth is no longer occurring) but before buds break in the spring.

Harvesting Site
An approved existing, natural, native growing site that lies within a 40-mile radius of the project site, or approved cultivated sites.

D. Sourcing and Care:

It is preferable to use woody plant cuttings collected as close as possible to the project site. If top-quality cuttings are not available on site, or are of insufficient quantity, then the Contractor may obtain cuttings from other local harvesting sites or suppliers. Arrangements for alternate sources of woody plant cuttings are to be completed by and at the expense of the Contractor. Contractor shall make clean cuts and avoid split ends. Cutting tools to be used, including pruning shears, bow saws, chain saws, etc., should be based on the diameter of materials to be cut. Woody plant cuttings will be inspected on-site by the Project Manager prior to planting, or may be approved prior to delivery upon request by the Contractor.

- Willow cuttings shall be one-half to two inches (1/2" – 2") in diameter, and at least six feet (5') in length.
- Cottonwood cuttings shall be one to three inches (1" – 3") in diameter and at least six feet (6') in length.

Immediately upon cutting, cuttings shall be placed in water and kept out of direct sunlight. The Contractor shall provide for proper collection, care, storage, and handling of plant materials and will not permit cuttings to dry out prior to planting. Contractor should make every effort to plant cuttings within 12 hours of harvest, but if this is not possible, cuttings may be stored in clean, fresh water for a period of up to two weeks. Stored cuttings shall be kept between 36- and 50-degrees Fahrenheit.

E. Planting:

Plant branched, unrooted poles while dormant, from early winter to early spring. Use an auger or iron stake to make a pilot hole of sufficient depth in soil to allow planting at the following depths. Cuttings should be planted with approximately 75 to 80 percent of their length below the surface. Cuttings shall be planted with butt-ends in the ground. Leaf bud scars or emerging buds should always point up. At least two (2) lateral buds and/or terminal bud scars must be above the ground on cuttings. Contractor shall take care not to damage the buds, strip the bark or split the cutting during installation. Split or damaged cuttings shall be removed and replaced with acceptable cuttings.

Willow whips should be planted in bundles of two or three cuttings per hole. Cottonwood poles should be planted individually.

F. Plant Species:

The following is a list of acceptable species for planting on this project:

<u>Willow Species</u>

- *Salix exigua*, Coyote Willow
- *Salix lucida*, Pacific or Shining Willow

- *Salix irrorata*, Bluestem Willow

Cottonwood Species

- *Populus angustifolia*, Narrowleaf cottonwood
- *Populus fremontii*, Fremont cottonwood

F.9. SECTION 664: LANDSCAPE PLANTING

664.1 DESCRIPTION

This Work consists of providing trees, shrubs, and other Materials necessary to complete the landscape. This Work includes labor, Equipment, and the performance of operations including planting, fertilizing, watering, cleanup of planting areas, and replacement of unsatisfactory, damaged, and unacceptable planting Materials.

664.2 MATERIALS

Inspection of Plant Materials
Provide plant Materials in accordance with State and federal laws, including the New Mexico Plant Protection Act (NMSA 1978, § 76-5-11 et seq.), for disease infestation inspection.
Inspection certificates required by law must accompany each shipment, invoice, or order of stock. On delivery, provide the certificate to the Engineer. Provide for Department inspection at the place of origin or in a local nursery, and upon delivery to the planting location at the Project.

The following is a list of acceptable species for planting on this project:

Tree/Shrub Species

- *Gleditsia triacanthos var. inermis,* Honeylocust
- *Chilopsis linearis*, Desert Willow

664.3 CONSTRUCTION REQUIREMENTS

Planting
Use the planting backfill mixture and provide watering basins in accordance with Contract. Do not plant deeper than the original ground line.

Care and Replacement
Water and maintain the plants for at least one (1) year from the date of final Acceptance, unless otherwise approved by the Owner. If the Contractor installs a drip irrigation system, the Contractor shall hand water the plants until the drip irrigation system is in place and operational. At the direction of the Engineer, replace dead or unhealthy plants for one (1) year after the date of final Acceptance. Provide replacement plants that are in accordance with theContract.

664.4 METHOD OF MEASUREMENT

The Engineer will measure the actual number of trees, shrubs, or other plants provided, planted, and accepted.

664.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Trees, Shrubs, and Ground Cover	Each
Sodding and Seeding per	Square Yard

Work Included in Payment

The following Work and items will be considered as included in the payment for the main items and will not be measured or paid for separately:
A. Furnishing, transporting, and planting of plants;

B. Excavation, furnishing prepared backfill mixture, wrapping, staking, watering, care, and maintenance; of plants; and

C. One-year replacement of dead and unhealthy plants.
D. Implementation of engineer-approved temporary irrigation plan for upland portions of Area 6, Area 6A and Area 7.

F.1. SECTION 801: CONSTRUCTION STAKING BY THE CONTRACTOR

801.1 Description

General
This Work consists of construction staking, essential for the control and completion of the Project.

Department-Supplied Documents and Services
The Owner will provide the Contractor with survey data sufficient to layout, control, and complete the Project. Survey data includes, but is not limited to, the following:

1. Location notes;
2. Design grades;
3. Elevations;
4. Slopes;
5. Projected locations of slope stake catch points; and
6. Lines and grades.

The owner will supply the data as printout sheets, field books, electronic files (when available, and at the discretion of the Owner), Right of Way maps, or Plans. Contractor will locate and verify all data points.

Contractor-Supplied Personnel & Services
Provide qualified personnel who are experienced in construction staking to perform the staking. Per NMSA 61-23-26, Public Work, a New Mexico licensed professional surveyor is required to be in responsible charge of construction staking surveys for engineering and architectural public Works projects with a construction cost of $100,000.00 or greater.
Locate and establish control points with the data given in the Plans.
Verify Department-provided survey data, and submit changes or adjustments (including recorded data) to the Engineer for approval at no cost to the Department.

801.2 CONSTRUCTION REQUIREMENTS

General

Do not disturb, cover, or remove reference marks without providing written documentation of the disturbed, covered, or removed reference mark to the Engineer for approval. Reference marks include the following:

1. Triangulation stations;

2. Benchmarks;

3. Corners;

4. Monuments;

5. Stake;

6. Witness marks; or

7. Other reference marks located within the construction limits (including the limits of Temporary Construction Permits) or on the Right of Way line of this Project.
Coordinate the reestablishment of removed or destroyed markers with the Owner. When directed, reset destroyed reference markers, at no additional cost to the Owner, in accordance with 61-23-28 NMSA, Reference marks; removal or obliteration; replacement, and

Section 801: Construction Staking by the Contractor
12.8.2 NMAC, *Minimum Standards for Surveying in New Mexico* and the *Geodetic Mark Preservation Guidebook*, as prepared by the National Geodetic Survey.

Submit notes regarding the referencing of monuments to the Engineer.

Control Points

The Contractor shall use the reference control points provided by the Engineer or set by the Contractor's personnel to establish construction-staking points and to layout and control the Work.
Notify the Engineer of errors and omissions discovered in the control points before beginning affected Work.

Contractor will make every effort to preserve and reference the provided survey control points in such a manner, that their location can be reestablished by the contractor at Contractor expense in cases of construction-related and weather-related disturbances or vandalism.

Accuracy Verification
The Engineer will spot check the accuracy of the construction stakes, lines, grades, and layouts but will assume no responsibility for the accuracy or the final result. The Engineer will inform the Contractor of discrepancies immediately. All work shall follow recognized professional practice and the standards of the industry. The horizontal locations for all work shall be determined and recorded to the nearest 0.5 ft. and the vertical elevations shall be determined and recorded to the nearest 0.01 ft.

Non-Specified Re-staking and Re-establishment of Control
The Contractor shall perform re-staking due to the following conditions, at no additional cost to the Owner:

1. Errors or omissions by Contractor personnel, or
2. The Contractor's negligence.

The Engineer will review re-staking in accordance with Section 104.2.1, "Significant Changes in the Character of Work," Section 104.2.2, "Differing Site Conditions," and Section 104.2, "Extra Work" when due to the following conditions:
1. Resulting from errors or omissions by the Engineer;
2. At the Engineer's request, or
3. Circumstances beyond the Contractor's control.

Construction Staking

Locations and Elevations
Verify locations and elevations of control points and benchmarks provided. Establish as necessary.

Slope Stakes, and Clearing Stakes
Set slope stakes, and stationing at intervals no greater than 100 ft.

801.4 METHOD OF MEASUREMENT

Submit a construction-staking schedule of values as part of CPM or monthly progress

801.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Construction Staking by the Contractor	Lump Sum

The Owner will make partial payments in accordance with the approved construction-staking schedule of values. The Owner considers slope stake changes and other staking changes as Incidental to the completion of the Work and will not measure or pay for it separately.

F.10. SECTION 702 TRAFFIC CONTROL DEVICES DURING CONSTRUCTION

All provisions of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition, shall apply in addition to the following:

1.0 DESCRIPTION.

1.01 This work shall consist of implementing the necessary traffic control during construction in conformance with the contract and the Manual of Uniform Traffic Control Devices. The Contractor shall submit all proposed traffic control changes to the contract traffic control plan detailed in the construction plans to the Project Manager prior to beginning construction operations.

1.02 The Contractor shall furnish all materials, tools, labor, equipment and all other appurtenances necessary to complete the work. The materials shall include, all interim and temporary signing, temporary stripe removals, construction signing, steel posts, base posts, portable sign supports, barricades, drums, sequential arrow displays, and flaggers as necessary to complete the traffic control detailed in the construction plans or modifications to the plan details as approved by the Engineer including all setups and resetting of devices.

1.03 Barriers to prevent pedestrians and cyclists from entering construction zones should be continuous and constructed of rigid materials in order to be discerned by pedestrians and cyclists with vision impairments. The use of “caution” tape, “snow fence,” pedestrian screen fencing, or other measures is not acceptable for defining a pedestrian route as these materials are easily broken and do not adequately direct pedestrians into the temporary pathway. Temporary 6-foot high chain link panel fencing with panel stands constructed in accordance with Section 607.2.3 is a suitable barrier.

1.04 Submittals. The Contractor shall submit a summary of all necessary traffic control devices for this project in the format shown as TABLE 1 to the Project Manager

at least two (2) weeks prior to the pre-construction conference. A minimum of five (5) copies shall be provided to the Project Manager. The summary shall be complete with appropriate supporting sections referenced, device descriptions, units of measure, quantities required, unit costs, and total costs for each type of device. The itemized costs for each device shall include all associated work and materials defined in the appropriate supporting section of the standard specifications, including all revisions. The Contractor will not be allowed to initiate any work on the project until TABLE 1 has been provided to the Project Manager.

2.0 MATERIALS.

2.01 All materials shall conform to the applicable requirements of SECTION 701 - TRAFFIC SIGNS AND SIGN STRUCTURES, SECTION 702 - CONSTRUCTION TRAFFIC CONTROL DEVICES, and SECTION 704 - PAVEMENT MARKINGS.

3.0 CONSTRUCTION REQUIREMENTS.

3.01 All construction shall be effected by the Contractor in accordance with the applicable plan details and specifications shown in the contract or modifications to the plan details as approved by the District Traffic Engineer.

3.02 All materials and devices shall be maintained and replaced if necessary for the duration of the project in conformance with these specifications.

3.03 Traffic control shall be maintained in conformance with all specifications of SECTION 618 - TRAFFIC CONTROL MANAGEMENT, for the duration of the project.

4.0 METHOD OF MEASUREMENT.

4.01 When specifically designated for measurement and payment in the contract, traffic control devices during construction will be measured as a lump sum unit.

5.0 BASIS OF PAYMENT.

5.01 The accepted work for traffic control devices during construction will be paid for at the contract unit price lump sum. Payment shall be full compensation for furnishing all materials, tools, labor, equipment, hauling, and any other appurtenances necessary to satisfactorily complete and maintain adequate and safe traffic control until completion of the project.

This shall include all interim and temporary signing, temporary striping, temporary stripe removals, construction signing, steel posts, base posts, portable sign supports, barricades, drums, sequential arrow displays, traffic cones and flaggers as necessary to complete the traffic control detailed in the construction plans or modifications to the plan details as approved by the District Traffic Engineer. Setting and resetting of devices shall also be included in payment of this item.

5.03 Traffic Control Devices During Construction shall not be considered as eligible for a cost savings suggestion.

Payment will be made under:

PAY ITEM	**PAY UNIT**
Traffic Control Devices During Construction	`Lump Sum

Item#_____
Munis Contract# _____

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING CONTRACT
(FOR ITB PURPOSES)

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

500C (CWSRF 088)- Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (Bid No.XXXX)

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

The Contractor shall perform all the work required by the contract documents for the 500C (CWSRF 088) Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (Bid #XXX).

The work designated 500C (CWSRF 088)-Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall consists of but is not limited to: channel grading, construction of bank stabilization structures, slope protection, and rehabilitation of stormwater conveyances as described in the Contract Documents.

Contractor shall be responsible for all verification of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and Federal inspections associated with construction.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____dollars ($_____) per Scope of Work for base bid and additive alternative, such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to**

the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty 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 **two (2) years after city signature** 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. <u>Amendment</u>.

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. <u>Change Orders</u>.

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: [insert name, address and email].

To the Contractor: [insert name, address and email].

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:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE (FOR ITB PURPOSES):

Marcos Martinez
Marcos Martinez (Nov 16, 2021 08:27 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org#

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

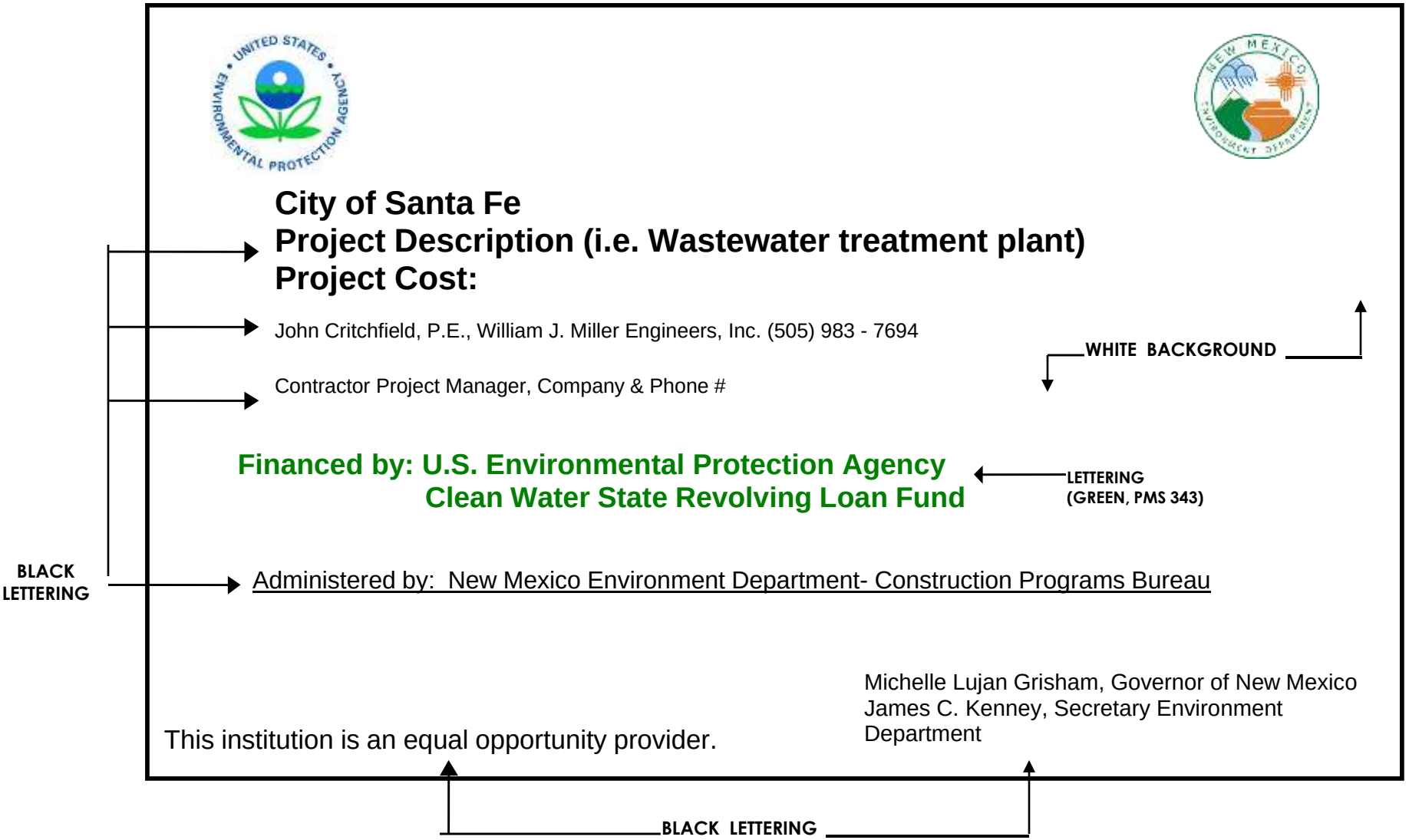
Example: Goal: Reduce or Increase or Other Service [insert blank].

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the City to meet the portions of its Strategic Plan set forth below ***(insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties).***

APPENDIX A: EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS



SIGN DIMENSIONS: **1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x ¾")**

PLYWOOD PANEL (APA RATED A-B GRADE–EXTERIOR)

APPENDIX B: U.S. EPA SUPPLEMENTAL CONDITIONS

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

Supplemental conditions

for

Federally Assisted Storm Water and/or Wastewater

Infrastructure under the

Clean Water State Revolving Loan Fund

Revised August 2021

REPRODUCTION OF THIS GUIDANCE
SHOULD BE ON COLORED PAPER,
PREFERABLY PINK

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification (does not apply to non-point source projects)
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. NMED FORM DBE-3
6. NMED FORM DBE-4
7. SRF Telecom Prohibition Certification
8. AIS CWSRF 314 (does not apply to non-point source projects)

Form to be provided with every construction pay application:

1. XP-214 Labor Standards Certification (does not apply to non-point source projects)
2. AIS Pay Application Certification (does not apply to non-point source projects)

REFERENCES

- **Copeland Anti-Kickback, 29 CFR Part 3**
  https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=29:1.1.1.1.4

- **Suspension and Debarment, Subpart C of 2 CFR 180 and 1532**
  https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr180 main 02.tpl
  https://ecfr.io/Title-02/pt2.1.1532

- **Disadvantaged Business Enterprise, 40 CFR Part 33**
  https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33 main 02.tpl

- **Equal Employment Opportunity, 41 CFR Part 60**
  https://www.ecfr.gov/cgi-bin/text-idx?SI D=ec3611532eacd5ad65ef7df6f322a31f&mc=true&node=pt41.1.60 61&rgn=divS

- **Labor Standards, 29 CRF Part 4 & 6**
  https://ecfr.io//Title-29/pt29.1.4
  https://ecfr.io/Title-29/pt29.1.6

- **Nondiscrimination, 40 CFR Part 7**
  https://ecfr.io/Title-40/pt40.1.7

- **Uniform Administrative Requirements, Cost Principles and Audit Requirements, 2 CFR Parts 200 and 1500**
  https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SI D=84eca2b8c00b167d252c25ba6eab0eeb&mc=true&n=pt2.1.200&r=PART&ty=HTML

  https://www.ecfr.gov/cgi-bin/text-idx?SID=9dad727f830d7c452669df30fc406fee&node=pt2.1.1500&rgn=div5

- **NPDES General Permits for Storm Water Discharge from Construction Sites in Region 6**
  https://www.epa.gov/npdes/epas-2017-construction-general-permit-cgp-and-related-documents

Model Contract Clause - Attached

NPDES Bypass Policy-Attached

Federal Cross Cutters - https://ecfr.io/Title-40/se40.1.35_13575 see attached information also

Detailed Guidance on the American Iron and Steel Requirements can be found at:

https://www.epa.gov/cwsrf/state-revolving-tund-american-iron-and-stee1-ais-reguirement

Enhancing Public Awareness of SRF Assistance Agreements - memo dated 6/3/18 - Attached

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name Project Number

Contract For ———————————

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

( ) I have developed and have on file at my each establisment affirmative action programs pursuant to 41 CFR Part 60-2.

( ) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.** I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

( ) I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.**

( ) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

( ) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative

Signature of Bidder's Authorized Representative Date

Name & Address of Bidder

XP-214

CERTIFICATION BY CONTRACTOR
STATEMENT OF COMPLIANCE
WITH LABOR STANDARDS

In accordance with Title 29, Subtitle A, Part 5, Section 5.6(a)(1), each monthly pay application must be accompanied by the following certification executed by each prime contractor employing mechanics and laborers at the site on work in which the New Mexico Environment Department Clean Water State Revolving Loan makes funds available to participate:

Pay Application No. _____ for period _____ to _____

_____

Name of Project Location

_____ _____

Contract No. Date Contract Awarded

Project No._____

I hereby certify that all of the contract requirements as specified under the applicable labor standards as set forth in the Davis-Bacon Act, the Copeland "Anti-Kickback" Act and the Contract Work Hours and Safety Standards Act, have been complied with by _____ _____ as principal contractor and by each

(Name of Contractor)

subcontractor employing mechanics or laborers at the site of the work, or there is a substantial dispute with the respect to the required provisions. I also certify that I have submitted all weekly payroll to (Name of grantee).

_____

Typed Name & Title of Contractor's Authorized Representative

_____

Signature of Contractor's Authorized Representative Date

Owner/Grantee Certification

I hereby certify that the above is true to the best of my knowledge and that I have reviewed all certified payroll supplied by the prime contractor and certify that it meets all labor standards as set forth in the Davis Bacon Act.

Signature of Grantee Authorized Representative Date

I understand that the falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

XP-215 MBE/WBE/SBRA UTILIZATION INFORMATION SHEET

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project.

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes No

   If yes, when did you update your MBE/WBE/SBRA solicitation lists?

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRAs? Yes No

   If yes, name the publications:

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes No

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes No

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRAs including the bonding range? Yes No

   If yes, please attach a brief description of portions of work you have identified for subcontracting.

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes No

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes No

   If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes No

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes No

   If yes, please list person who attended conference as representative of MBE/WBE/SBRA

   Name & Title of Person:

   Name of MBE/WBE/SBRA:

   Address: Phone:

   Date and Place of Conference:

   Name & Title of Person:

   Name of MBE/WBE/SBRA:

   Address: Phone:

   Date and Place of Conference:

   Name & Title of Person:

   Name of MBE/WBE/SBRA:

   Address: Phone:

   Date and Place of Conference:

10. Total dollar amount of the contract:

    $

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction_____% ($)	Equipment_____% ($)	Supplies_____% ($)	Services_____% ($)
WBE:	Construction_____% ($)	Equipment_____% ($)	Supplies_____% ($)	Services_____% ($)
SBRA:	Construction_____% ($)	Equipment_____% ($)	Supplies_____% ($)	Services_____% ($)

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:

Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative Date

XP-315

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Environment Department Clean Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

(Contractor Signature & Date) **(Owner Signature & Date)**

United States
Environmental Protection Agency

EPA Project

Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded fro m covered transactions b y any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment t rendered against them for com mission o f fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record s, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any o f the offenses enumerated in paragraph (1) (b) o f this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction s (Federal, State, or local) terminated or cause o r default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement ma y result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative, DUNS Number, and SAM's Registration Number

Signature of Bidder's Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name	Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	**Date**

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name	Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity:	

Contract Item Number	**Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies**	**Price of Work Submitted to the Prime Contractor**
DBE Certified By: ○ DOT ○ SBA ○ Other: _____	Meets/ exceeds EPA certification standards? ○ YES ○ NO ○ Unknown	

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	**Print Name**
Title	**Date**

Subcontractor Signature	**Print Name**
Title	**Date**

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	___YES	___NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	**Company Address/ Phone/ Email**	**Est. Dollar Amt**	**Currently DBE Certified?**

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	**Print Name**
Title	**Date**

Telecommunication and Video Surveillance Services Prohibition Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____ ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "Prohibition on Certain Telecommunication and Video Surveillance Services (2 CRF 200.216);" that prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by **recipients and subrecipients** to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management (Sam.gov) exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- automatic meter reading (AMR) technology and advanced metering infrastructure (AMI).
- Instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls).
- Security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible
- SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

_____

Typed Name & Title of Contractor's Authorized Representative

_____ _____

Signature of Contractor's Authorized Representative Date

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

_____

Typed Name & Title of Contractor's Authorized Representative

_____ _____

Signature of Contractor's Authorized Representative Date

American Iron And Steel Certification - Pay Application #_____

The Contractor acknowledges that it understands the goods and services being paid for under this Pay Application are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of th, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

_____

Typed Name & Title of Contractor's Authorized Representative

_____ _____

Signature of Contractor's Authorized Representative Date

Sample Certifications for AIS compliance

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation **must be provided on company letterhead**.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

List Items, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative:

_____

Name and Title

The following information is provided as a **sample letter of certification for AIS compliance**. Documentation **must be provided on company letterhead**.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

_____

Name and Title

Wage Rate Requirements

(DOES NOT APPLY TO NON-POINT SOURCE PROJECTS)

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor’s web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the

Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social

security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA , the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the

required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not

less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates.

The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6

MODEL CONTRACT CLAUSE

Recipients must ensure that, when appropriate, the following clauses or their equivalent are included in each contract.

1. SUPERSESSION

The recipient and the contractor agree that this and other appropriate clauses in 40 CFR 31.36(i) apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

3. CHANGES

a. The following clause applies only to contracts for construction.

1. The recipient may at any time, without notice to any surety, by written order, make any change in the work within the general scope of the contract, including but not limited to changes:
    i. In the specifications (including drawings and designs);
    ii. In the time, method or manner of performance of the work;
    iii. In the recipient-furnished facilities, equipment, materials, services or site, or
    iv. Directing acceleration in the performance of the work.
2. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the recipient which causes any change, provided the contractor gives the recipient written notice stating the date, circumstances and source of the order and that the contractor regards the order as a change order.
3. Except as provided in this clause, no order, statement or conduct of the recipient shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.
4. If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify the contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (a)(2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the recipient is responsible, the equitable adjustment shall include any increased cost the

contractor reasonably incurred in attempting to comply with those defective specifications.
5. If the contractor intends to assert a claim for an equitable adjustment under this clause, the contractor must, within 30 days after receipt of a written change order under paragraph (a)(1) or the furnishing of a written notice under paragraph (a)(2), submit a written statement to the recipient setting forth the general nature and monetary extent of such claim. The recipient may extend the 30-day period. The contractor may include the statement of claim in the notice under paragraph (2) of this changes clause.
6. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

b. The following clause applies only to contracts for services.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify this contract in writing. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the recipient's notification of change, unless the recipient grants additional time before the date of final payment.
2. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.
3. No services for which the contractor will charge an additional compensation shall be furnished without the written authorization of the recipient.

c. The following clause applies only to contracts for supplies.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in any one or more of the following:
    i. Drawings, designs or specifications where the supplies to be furnished are specifically manufactured for the recipient;
    ii. Method of shipment or packing; and
    iii. Place of delivery.
2. If any changes cause an increase or decrease in the cost or time required to perform any part of the work under this contract, whether or not changed by such order, the recipient shall make an equitable adjustment in the contract price or delivery schedule, or both, and modify the contract in writing. The contractor must assert any claim for adjustment under this clause within 30 days from the date the contractor receives the recipient's notification of change. If the recipient decides that the facts justify such action, the recipient may receive and act upon any such claim asserted at any time before final payment under this contract. where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment, the recipient has the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.
3. No claim by the contractor for an equitable adjustment shall be allowed if made after final

payment under this contract.

4. DIFFERING SITE CONDITIONS

The following clause applies only to construction contracts.

a. The contractor shall promptly, and before such conditions are disturbed, notify the recipient in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

b. The recipient shall promptly investigate the conditions. If it finds that conditions materially differ and will cause an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed as a result of such conditions, the recipient shall make an equitable adjustment and modify the contract in writing.
c. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in paragraph (a) of this clause. However, the recipient may extend the time prescribed in paragraph (a).
d. No claim by the contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

5. SUSPENSION OF WORK

The following clause applies only to construction contracts.

a. The recipient may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the recipient may determine to be appropriate for the convenience of the recipient.
b. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the recipient in administration of this contract, or by the recipient's failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), the recipient shall make an adjustment for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the subagreement in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
c. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the contractor notified the recipient in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and (2) unless the amount claimed is asserted in writing as soon as practicable after the termination of such

suspension, delay or interruption, but not later than the date of final payment under the contract.

6. TERMINATION

The following clause applies only to contracts over $10,000.

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
b. This contract may be terminated in whole or in part
in writing by the recipient for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
c. If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the contractor's default. If termination for default is effected by the contractor, or if termination for convenience is effected by the recipient, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.
d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.
e. Upon termination under paragraphs (a) or (b) above, the recipient may take over the work and may award another party a contract to complete the work under this contract.
f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the subagreement price shall be made as provided in paragraph (c) of this clause.

7. REMEDIES

This clause applies only to contracts over $25,000.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters

in question between the recipient and the contractor arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the recipient is located.

8. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

NOTE - The following clause applies to (1) any contract negotiated between the recipient and its contractor in excess of $100,000; (2) negotiated contract amendments or change orders in excess of $100,000 affecting the price of a formally advertised, competitively awarded, fixed price contract, or (3) any lower tier contract or purchase order in excess of $100,000 under a contract other than a formally advertised, competitively awarded, fixed price contract. This clause does not apply to contracts awarded on the basis of effective price competition.

a. The contractor and subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier contracts and change orders is based on current, accurate and complete data supported by their books and records. If the recipient or EPA determines that any price (including profit) negotiated in connection with this contract, lower tier contract or amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the recipient shall modify the contract in writing to reflect such action.
b. Failure to agree on a reduction shall be subject to the remedies clause of this contract.

NOTE - Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier contracts, the contractor may wish to include a clause in each lower tier contract requiring the lower tier contractor to appropriately indemnify the contractor. It is expected that any lower tier contractor subject to such indemnification will generally require substantially similar indemnification for defective cost and pricing data submitted by lower tier contractors.

9. AUDIT; ACCESS TO RECORDS

a. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the recipient, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of $10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.
c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).
d. The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
e. Records under paragraphs (a) and (b) above shall be maintained by the contractor during performance on EPA assisted work under this contract and for the time periods specified in 40 CFR part 31. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the contractor for the time periods specified in 40 CFR part 31.
f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.
g This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the subagreement is terminated for default or for convenience.

10. COVENANT AGAINST CONTINGENT FEES

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. GRATUITIES

a. If the recipient finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or

otherwise) to any official, employee or agent of the recipient, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the recipient may, by written notice to the contractor, terminate this contract. The recipient may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

12. BUY AMERICAN

This clause applies only to construction contracts award under 40 CFR Part 35, Subparts E and I.

In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et. seq.) and 40 CFR 31.36(c)(5), the contractor agrees that preference will be given to domestic construction material by the contractor, subcontractors, materialmen and supplies in the performance of this contract.

13. RESPONSIBILITY OF THE CONTRACTOR

a. The following clause applies only to subagreements for services.

1. The contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the contractor under this contract. If the contract involves environmental measurements or data generation, the contractor shall comply with EPA quality assurance requirements in 40 CFR 31.45. The contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.
2. The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.
3. The owner's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this contract.
4. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the owner or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The contractor shall not

be responsible for any time delays in the project caused by circumstances beyond the contractor's control.
5. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

b. The following clause applies only to contracts for construction.

1. The contractor agrees to perform all work under this contract in accordance with this agreement's designs, drawings and specifications.
2. The contractor guarantees for a period of at least one (1) year from the date of substantial completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. The owner shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the owner may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.
3. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

14. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.

15. 40 CFR part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

United States Environmental Protection Agency
Region 6

Policy for Bypass During Construction

It is a violation of an NPDES permit to bypass any part of a collection system or treatment plant. Such violations are subject to the enforcement provisions of Section 309 of the Clean Water Act. Under extreme circumstances, bypassing can sometimes be employed for short periods, but only after thorough review and authorization by the regulatory agency.

NPDES regulations and permits prohibit the diversion of wastes from any portion of the treatment facility unless:

I. Bypass is unavoidable to prevent loss of life, personal injury. or severe property damage; or

2. There are no feasible alternatives to bypass. such as the use of auxiliary treatment facilities. retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the Permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3. The Permittee submits prior notice of an anticipated bypass. if possible, at least ten days before the date of the bypass.

The regulatory agency may authorize an anticipated bypass after considering its adverse effects, if it determines that it will meet the above conditions.

) The construction sequence must be such that wastes are provided a minimum of secondary treatment, or the equivalent for industrial treatment facilities during all phases of construction unless more stringent treatment levels are required by the state agency; or

2) The facility must maintain compliance with interim limitations set by the regulatory agency based on plant performance.

3) Disinfection is to be utilized if required to protect public health.

CROSS-CUTTING FEDERAL AUTHORITIES

Environmental Authorities

- National Environmental Policy Act, Pub. L. No. 91-190 (1970), 42 U.S.C. § 4321 *et. seq.*
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- Wilderness Act, Pub. L. 88-577, as amended

- **Historic Resources**

    - National Historic Preservation Act, Pub L. 89-665, as amended, 80 Stat. 917 (1966), 16 U.S.C. § 470 *et. seq.*
    - Archeological and Historic Preservation Act, Pub. L. 93-291 (1974), 16 U.S.C. § 469a-1

- **Environmentally Sensitive Lands**

    - Protection of Wetlands, Executive Order 11990 (1977), as amended by Executive Order 12608 (1997)
    - Floodplain Management, Executive Order 11988 (1977), as amended by Executive Order 12148 (1979)
    - Farmland Protection Policy Act, Pub. L. 97-98 (1981), 7 U.S.C. § 4201 *et. seq.*

- **Coastal Area Protection**

    - Coastal Zone Management Act, Pub. L. 92-583 (1972), as amended, 16 U.S.C. § 1451 *et. seq.*
    - Coastal Barriers Resources Act, Pub. L. 97-348, 96 Stat. 1653 (1982), 16 U.S.C. § 3501 *et. seq.*

- Wild and Scenic Rivers Act, Pub. L. 90-542, 82 Stat. 913 (1968), 16 U.S.C. § 1271 *et. seq.*
- Endangered Species Act, Pub. L. 93-205 (1973), as amended, 16 U.S.C. § 1531 *et. seq.*
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265 (1976), as amended, 16 U.S.C. § 1801 *et. seq.*
- Clean Air Act Conformity, Pub. L. 95-95 (1977), as amended, 42 U.S.C. § 7401 *et. seq.*
- Safe Drinking Water Act, Pub. L. 93-523 (1974), as amended, 42 U.S.C. 300f *et. seq.*

Social Policy Authorities

Civil Rights Laws (i.e., Super Cross-Cutters)

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- The Drug-Free Workplace Act of 1988, Pub. L. 100-690
- The Age Discrimination Act of 1975, 42 U.S.C. § 6102

- Equal Employment Opportunity, Executive Order 11246 (1965)

Disadvantage Business Enterprise Provisions

- Promoting the use of Small, Minority, and Women-Owned Businesses, Executive Orders 11625, 12138 and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 Pub. L. 102-389

Economic and Miscellaneous Authorities

Prohibitions Relating to Violators of the Clean Air Act and the Clean Water Act with Respect to Federal Contracts, Grants, or Loans

- Executive Order No. 11738 (1973)
- Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and
- Section 508 of the Clean Water Act, 33 U.S.C. § 1368
- Debarment and Suspension, Executive Order 12549 (1986)
- New Restriction on Lobbying, Section 319 of Pub. L. 101-121
- Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754 (1966), as amended, 42 U.S.C. § 3331 *et. seq.*
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646 (1971), as amended, 42 U.S.C. §§ 4601-4655
- Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects Executive Order 13202 (2001), as amended by Executive Order 13208 (2001)

Revised 02/18/2014

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 2 0 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: Andrew D. Sawyers, Director
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ''iron and steel products'' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ''Administrator'') finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12)

<u>Covered Iron and Steel Products</u>

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards;
Curb Openings;
Detectable Warning Plates;
Downspout Shoes (Boot, Inlet);
Drainage Grates, Frames and Curb Inlets;
Inlets;
Junction Boxes;
Lampposts;
Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests • Does the waiver request include the following information? — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products				
— Relevant excerpts from the bid documents used by the contractors to complete the comparison				
— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market				
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials				
• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?				
• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)				
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials				
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of_____("Purchaser") and the _____ (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WAtER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(I) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that-(1) applying subsection (a) would be inconsistent with the public interest" 436(b)(l).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure ofthe project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, comer bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?

- What percentage of materials costs were consumables or incidental costs?

- Did these percentages vary by type ofproject (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent ofthe total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by:

Nancy K. Stoner
Acting Assistant Administrator

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JUN - 3 2015

OFFICE OF WA fcR

MEMORANDUM

SUBJECT: Guidelines for Enhancing Public Awareness of SRf-' Assistance Agreements

FROM: Andrew D. Sawyers. Ph.D., Director
Office of Wastewater M:rnagement (4201M)
Peter C. Grevall, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions 1-X

Last year, the Environmental Protection Agency (EPA) implemented an agency-wide initiative to enhance public awareness or EPA assistance agreements nationwide. The Office of Water has developed guidelines to inform states how this initiative should be implemented in the State Revolving Fund (SRF) Programs.

The guidelines were developed with input from EPA and state SRF staff. The guidelines recognize that each of the state SRF programs and the projects they rund are different and that one irr1plernentation method will not work for everyone. Therefore, as a result of input from the states, the guidelines offer a number of options that can be used to enhance public awareness of SRF assistance agreements.

Implementation of these guidelines will begin with the awarding of the FY 2015 SRF capitalization grants. A term and condition on compliance with the guidelines is to be included in all new SRF grants.

Please have your staf' provide copies of the guidelines to your states. Questions regarding the guidelines should be directed to Sheila Platt (202/564-0686) or Howard Rubin (202/564-205l).

Attachment

Enhancing Public Awareness of SRF Assistance Agreements

Introduction

The Environmental Protection Agency (EPA) is currently implementing an agency-wide initiative focused on signage to enhance public awareness of EPA assistance agreements nationwide. The intention of this effort is to communicate the positive impact and benefits of EPA funding around the country and increase awareness surrounding the improvements communities receive as a result of Stale Revolving Fund (SRF) assistance. Projects implemented with Clean Water Stale Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (OWSRF) monies are included in this initiative. as many CWSRF and DWSRF assistance agreements have direct and tangible benefits to populations around the country.

EPA's Office of Water developed these guidelines as a way to inform states of this directive and how it should be implemented in the SRF programs. The primary objective is to enhance public understanding of the positive benefits of CWSRF and DWSRF funding to towns, cities. municipalities and water systems. To that end, states are presented with a range of options for implementing these guidelines. All of these options achieve the ultimate goal of communicating to a broad audience the positive role EPA funding of the state CWSRF and DWSRF programs plays in communities across the country.

The information in the guidelines was developed with input from EPA and state staff across the country as well as the members of the State-EPA Workgroup. The guidelines recognize the wide range of project types, varied locations and different institutional approaches among states and communities. Therefore. providing states and SRF assistance recipients maximum flexibility is optimal. The guidelines allow selection of the implementation method which best balances two goals. First, it should satisfy the overall objective of communicating EPA·s role in funding assistance agreements that achieve positive benefit. Second. the implementation method should be practically and financially viable for states and communities and avoid any overly burdensome investment of time and resources. In some cases, it might be appropriate for a state to select a combination of options listed below. provided this does not result in excessive cost to communities.

Project Selection Requirements

Signage requirements will not be required to apply to all SRF projects. Signage will be considered an equivalency requirement for SRF programs. States should select a set of borrowers and/or projects totaling a funding amount equivalent to the amount of their federal capitalization grant to satisfy the signage requirement. There are no other requirements or restrictions on which projects should or should not participate in this initiative. Therefore. it is at the discretion of the state SRF program to select projects most able to efficiently and effectively comply in a way that

meets the intention to enhance public awareness without significant financial hardship to the state or its borrowers. This can be done either through the selection of speci fie projects or borrowers, or by setting a threshold within the state for which projects will be requested to meet signagc requirements. States should note that they have the option of selecting different implementation options for different borrowers depending on the location, project type and available resources. BotTOwers and/or projects complying with the signage requirement must ensure limited English proficient individuals have meaningful access to activities receiving EP/\ funds, consistent with Executive Order 13166 and EPA Order 1000.32.

In this regard, to increase public awareness of projects serving communities where English is not the predominant language, States should encourage recipients when implementing a particular signage option to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

Although the signagc requirement docs not apply to all SRF projects, we recommend that states encourage all borrowers/projects to notify the public of the benefits of the projects and the role of the SRF, using one of the options below.

Summary of Options

The guidelines present a number of options which communities can explore to implement EPA·s signage policy. The option selected should meet all of the above basic requirements while remaining cost-effective and accessible to a broad audience. The guidelines describe the following strategics as acceptable options for communities to follow:

- Standard signage
- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation or the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implcmcnt.Ition Option: Standard Signagc

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example. investing in a large road sign for a facility that is located in a rural area or, here access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

States selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name ofthe facility. project and community
- Project cost
- The State Agency/SRF administering the program
- The EPA and State Agency logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. States are required to ensure that recipients comply with the sign specifications provided by the OPA, available at http://www.epa.gov/ogd/tc/epa_logo_seal_specifications for_infrastructure grants.pdf. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication.

Implementation Option: Posters or Brochures

Smaller projects, projects located in rural areas. and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the state or community.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the SRF program. The community could also implement this option as a short pamphlet or brochure that is placed in one of these locations for community members to read.

Posters or brochures should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City l·lall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, pamphlet, or brochure, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

States have the option of creating a template verbiage and layout to provide to borrowers. particularly smaller or disadvantaged communities. This could reduce the burden on small municipalities which may or may not have the staffing capacity to meet signage requirements on their own.

States selecting projects that will implement this requirement through use of posters or brochures should ensure the following are included:

- Name of facility. project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletter, Periodical or Press Release

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases. it may be appropriate for the state agency to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and state resources can reach a wide audience as the statement goes through multiple news outlets. Programs should consider whether or not this is an option that is likely to effectively publicize the CWSRF or DWSRF program in local news sources.

If a recipient decides on a public or media event to publicize the accomplishment of significant events related to construction as a result of EPA support. EPA must be provided with at least a ten working day notice of the event and provided the opportunity to attend and participate in the event.

States selecting projects that will implement this requirement through use of a newsletter. periodical or press release should ensure the following are included:

- Name of facility. project and community
- State SRF administering the program

- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Insert or Pamphlet in Water/Sewer Bill

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the area. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the interest rate and financial savings that the community achieved by taking advantage of SRF funds as well as the environmental and public health benefits to the community.

States selecting projects that will implement this requirement through use of an insert or pamphlet in water/sewer bill should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online & Social Media Publicity

Many communities are increasingly finding that the online forum is the most cost-effective approach to publicizing their SRF programs and reaching a broad audience of stakeholders. Online '·signage.. should follow the minimum information guidelines above and may appear on the town. community or facility website if available. In some cases. communities may be active on social media sites such as Facebook or Twitter. These can be used as an opportunity for publicizing projects and information about how SRF funds are being used in the community. These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source or sponsorship projects. there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or again through social media outlets.

States selecting projects that will implement this requirement through use of online & social media publicity should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project was wholly or partially funded with EPA funding
- Brief description of the project

- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, SRF programs have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets. brochures. press releases. or online materials. States may consider using the following:

> ·'Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the [Clean Water/Drinking Water] State Revolving Fund. The [CWSRF/OWSRF] program is administered by [State Agency] with joint funding from the U.S. Environmental Protection Agency and [State Name1. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near [name of town, city, and/or water body or watershed to benefit from project.] [CWSRF/DWSRF] programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide. ··

For projects in certain areas. states should consider whether or not it is appropriate to include additional details about the projects. Specific benefits. such as reduction of CSO events. lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including them would further serve to showcase positive efforts financed by the SRF programs. Additionally, for projects with components that meet Green Project Reserve (GPR) criteria. States may elect to detail these particular improvements. For example, the state could include quantitative improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the state when it is appropriate, given the project type. location, and the type of signage or publicity effort selected.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

MEMORANDUM

SUBJECT: Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs

FROM: Kiri Anderer, P.E., Acting Associate Branch Chief
Infrastructure Branch, OGWDW

KIRSTEN ANDERER Digitally signed by KIRSTEN ANDERER Date: 2020.12.11 07:55:52 -05'00'

Michael Deane, Branch Chief
State Revolving Fund Branch, OWM

MICHAEL DEANE Digitally signed by MICHAEL DEANE Date: 2020.12.11 17:56:38 -05'00'

TO: SRF Branch Chiefs
Regions 1-10

Effective August 13, 2020, recipients and subrecipients of EPA funded assistance agreements, including borrowers under EPA funded revolving loan funds, must comply with regulations at 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.

- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Applicability in the State Revolving Fund (SRF) Programs

Clean Water and Drinking Water SRF (CWSRF and DWSRF) programs may not expend equivalency funds for these products on or after August 13, 2020. States must ensure that equivalency assistance agreements include the telecommunications prohibition condition provided by EPA's Office of Grants and Debarment (OGD) in OGD's most recent EPA General Terms and Conditions. The condition must also be in construction contracts associated with equivalency assistance agreements.

There is no exhaustive list of components and services that fall under the prohibition. State SRF managers and local assistance recipients should exercise due diligence and be particularly mindful of project components with internet or cellular connections. For example, recipients should be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

The prohibition also applies to the CWSRF administrative funds (if states are billing those costs to the federal CWSRF capitalization grant) and the four DWSRF set-asides. States should be mindful of items such as cell phones, computers, and mobile WiFi routers or hotspots funded by those accounts.

If you have questions on the implementation of this grant condition, please contact Michael Deane at Deane.Michael@epa.gov or Kiri Anderer at Anderer.Kirsten@epa.gov.

Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients

EPA is providing the following list of statutory, regulatory, and Executive Order requirements to assist recipients or "pass-through entities" who make subawards under the Uniform Grant Guidance (UGG) to identify potential Federal requirements that may apply to subrecipients on EPA funded projects per 2 CFR 200.331(a)(2). The list is for informational purposes only and is not intended to be a comprehensive description of all requirements applicable to each EPA financial assistance award. How a specific requirement applies depends on the nature of the project and may require coordination between EPA and other Federal agencies. Pass-through entities should consult their EPA Project Officer for further advice if they believe any of these requirements impact a subaward.

Note that major EPA assistance programs involving construction such as the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) programs have their own regulations and guidance documents for complying with "Flow Down" requirements. Loans and similar transactions that CWSRF and DWSRF recipients enter into are not subawards for the purposes of the 2 CFR Part 200 UGG. The information below, therefore, does not apply to loans and similar transactions entered into by recipients of CWSRF and DWSRF capitalization grants.

1. Nondiscrimination Laws and Social Policies

These requirements, if applicable, apply to the organization receiving EPA financial assistance itself, rather than the project receiving EPA funding. Most EPA financial assistance recipients are subject to the laws and policies described below. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. **Non-Discrimination Laws**
Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance. Pursuant to EPA's regulations on "*Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency*," in 40 CFR Part 5 and 40 CFR Part 7 the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age *does not* exempt recipients from compliance with the later-enacted Age Discrimination Act.

b. **Executive Order 11246**
Part III of Executive Order No. 11246 (September 24, 1965) as amended prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, Pass-through entities must ensure that subrecipients include the seven clauses specified in section 202 of the Order in all construction contracts. Section 302 defines "Construction contract" as "any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property." Contracts less than $10,000 are exempt from the requirements of the Order.

c. **Disadvantaged Business Enterprises**
EPA regulations at **40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs"** set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women's Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with 40 CFR 33.102 and the definition of "Recipient" in 40 CFR 33.103.

d. **Consultation with State and Local Officials**
The Demonstration Cities and Metropolitan Development Act and the Intergovernmental Cooperation Act instructed federal agencies to consult with local officials to ensure smoother coordination of their assistance programs and to ensure that projects funded under federal programs are consistent with local planning requirements. Similarly, Executive Order 12372 as amended (1983) established procedures for intergovernmental review of federal financial assistance projects. EPA has implemented these requirements in 40 CFR Part 29.

The Catalogue of Federal Domestic Assistance entry for the pass-through entity's agreement with EPA will specify whether intergovernmental review requirements are applicable. If intergovernmental review is required, and neither EPA nor the pass-through entity complied with 40 CFR Part 29 prior to award because the location of subaward projects had not been determined, the pass-through entity must comply with intergovernmental review requirements after award. Intergovernmental review requirements vary among the states. As provided at 40 CFR 29.9(d) if a state does not have a single point of contact for intergovernmental review, the recipient must offer directly affected State, area-wide, regional and local officials an opportunity to comment on the subrecipient's proposed project.

e. **Clean Air Act and Clean Water Act**
Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the System for Award Management**.** Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM**,** to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

2. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the General Terms and Conditions (T&C) of the pass-through entity's agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

a. **Federal Funding Accountability and Transparency Act**
As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Pass-through entities may use the terms of their subaward agreement or other effective means to meet their responsibilities.

b. **Suspension and Debarment**
The pass-through entities responsibilities are described at 2 CFR Part 180, Subpart C and the "Debarment and Suspension" T&C of the pass-through entity's agreement with EPA. These requirements, which

include checking SAM to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with 2 CFR 180.220 under 2 CFR 1532.220 suspended or debarred parties may not receive EPA funded contracts in excess of $25,000 at any tier. Also, at 2 CFR 1532.995 EPA has identified activities that suspended or debarred parties may not perform as a "Principal" in EPA financial assistance agreements and subawards.

c. **Limits on Fees Charged by Individual Consultants**
EPA's Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at 2 CFR 1500.9(a) and the "Consultant Cap" T&C. Pass-through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available at 69 Fed. Reg. 18380 (April 7, 2004).

d. **Management Fees**
EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

e. **New Restriction on Lobbying, 40 CFR Part 34**
Pass-through entities must ensure that subawards in excess of $100,000 require that subrecipients submit certification and disclosure forms required by 40 CFR 34.110 and the "Lobbying and Litigation" T&C.

f. **Uniform Grant Guidance Requirements (UGG)**
Subrecipients must comply with 2 CFR Part 200 requirements when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

3. **Environmental Authorities**

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. **National Environmental Policy Act**
Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at 40 CFR Part 6, and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

b. **Executive Order No. 12898 (1994)**
This Executive Order (E.O.) directs federal agencies to "make achieving environmental justice part of its mission." Each covered agency is required to identify and address, as appropriate, any "disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations." One vehicle for EPA's efforts to address environmental justice concerns is a NEPA analysis. Considering environmental justice generally involves identifying potential adverse effects on minority populations and low-income populations, as well as encouraging early public participation and the development of alternative or mitigating options as appropriate. The terms and conditions of the EPA award may require pass-through entities and subrecipients to assist EPA in ensuring the requirements of the Executive Order are met.

c. **National Historic Preservation Act**
Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases. EPA funded projects with the potential to affect historic properties – *i.e.*, properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (*e.g.*, asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands. Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

d. **Archeological and Historic Preservation Act**
This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

e. **Protection of Wetlands, Executive Order 11990 (1973), as amended**
EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass-through entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

f. **Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015)**
EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.

g. **Farmland Protection Policy Act**
This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is

compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

h. **Coastal Zone Management Act**
This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

i. **Coastal Barriers Resources Act**
This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

j. **Wild and Scenic Rivers Act**
This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

k. **Endangered Species Act (ESA)**
This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action "may affect" ESA-protected species or critical habitat. Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate."

l. **Magnuson-Stevens Fisheries Conservation and Management Act**
Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

m. **Clean Air Conformity Act**
This statute prohibits any Federal assistance for an activity within a non- attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass-through entities and subrecipients should first consult with their state air program's web site to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at 40 CFR 93.153(c) exempt a number of activities including

planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

n. **Safe Drinking Water Act**
Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

BID TABULATION

CIP 500 C (CWSRF 088) - SANTA FE RIVER REPAIRS AND BANK STABILIZATION:
RICARDO BRIDGE TO DON JOSE OUTFALL

Last updated: 1/04/2022

UNIT BID PRICE FROM BID CONTROLS IN THE EVENT OF A DISCREPANCY
TOTAL COST MATCHES UNIT PRICE BID
CORRECTED BID AMOUNT

BASE BID: AREA 4 + AREA 6 + AREA 8

	BID AND MATERIAL QUANTITIES			UNIT COSTS	ENGINEER'S ESTIMATE BASE BID		KIMO CONSTRUCTORS, INC. BASE BID			DIFFERENCE (TOTAL COST - TOTAL BID AMOUNT)
BID ITEM NO.	SPEC. NO.*	DESCRIPTION	UNITS	$	QUANTITY	COST	UNIT BID PRICE	TOTAL BID AMOUNT	FROM UNIT BID PRICE & QTY)	
1	621	Mobilization, demobilization	LS	$ 30,000.00	1	$30,000.00	$78,029.75	$78,029.75	$78,029.75	$0.00
2	801	Construction staking and Surveys by Contractor	LS	$ 15,000.00	1	$15,000.00	$15,506.40	$15,506.40	$15,506.40	$0.00
3	603	Temporary erosion and sediment control	LS	$ 9,000.00	1	$9,000.00	$4,392.20	$4,392.20	$4,392.20	$0.00
4	203	Earthwork (excavation & compacted backfill)	CY	$ 50.00	1110	$55,515.56	$42.50	$47,175.00	$47,175.00	$0.00
5	602	Salvage and install grouted structure rock (54 cubic foot minimum)	TN	$ 120.00	17	$2,081.38	$584.65	$9,939.05	$9,939.05	$0.00
6	602	Furnish and install grouted structure rock (54 cubic foot minimum)	TN	$ 250.00	902	$225,535.89	$356.00	$321,112.00	$321,112.00	$0.00
7	602	Furnish and install grouted structure rock (18-27 cubic foot)	TN	$ 250.00	672	$167,975.84	$463.10	$311,203.20	$311,203.20	$0.00
8	602	Salvage and install structure rock (18-27 cubic foot)	TN	$ 120.00	26	$3,120.00	$343.70	$8,936.20	$8,936.20	$0.00
9	602	Furnish and install structure rock (18-27 cubic foot)	TN	$ 200.00	43	$8,600.00	$434.40	$18,679.20	$18,679.20	$0.00
10	632/664	Revegetation and landscape planting	SY	$ 10.00	2250	$22,500.00	$13.95	$31,387.50	$31,387.50	$0.00
11	702	Traffic control	LS	$ 25,000.00	1	$24,000.00	$17,841.70	$17,841.70	$17,841.70	$0.00
	* NMDOT 2019 SPECIFICATIONS				BASE BID SUBTOTAL:	$563,328.66		$864,202.20	$864,202.20	$0.00
					NM GROSS RECEIPTS TAX (8.4375%):	$47,530.86		$72,917.06	$72,917.06	$0.00
					BASE BID TOTAL (INCLUDING NMGRT):	**$610,859.51**		$937,119.26	**$937,119.26**	$0.00

ADDITIVE ALTERNATIVE 7

BID ITEM NO.	BID AND MATERIAL QUANTITIES			UNIT COSTS	ADDITIVE ALTERNATIVE 7		ADDITIVE ALTERNATIVE 7			DIFFERENCE (TOTAL COST - TOTAL BID AMOUNT)
	SPEC. NO.*	DESCRIPTION	UNITS	$	QUANTITY	COST	UNIT BID PRICE	TOTAL BID AMOUNT	FROM UNIT BID PRICE & QTY)	
12	621	Mobilization, demobilization	LS		1	$10,000.00	$9,717.75	$9,717.75	$9,717.75	$0.00
13	801	Construction staking and Surveys by Contractor	LS		1	$9,000.00	$2,052.95	$2,052.95	$2,052.95	$0.00
14	603	Temporary erosion and sediment control	LS		1	$4,000.00	$880.35	$880.35	$880.35	$0.00
15	203	Earthwork (excavation & compacted backfill)	CY	$ 50.00	61	$3,050.00	$61.45	$3,748.45	$3,748.45	$0.00
16	203	Remove excess material from site	CY	$ 25.00	1,103	$27,575.00	$29.95	$33,034.85	$33,034.85	$0.00
17	601	Demolition and removal of existing structure	LS		1	$4,000.00	$23,349.15	$23,349.15	$23,349.15	$0.00
18	602	Furnish and install grouted structure rock (54 cubic foot minimum)	TN	$ 250.00	82	$20,500.00	$371.25	$30,442.50	$30,442.50	$0.00
19	602	Salvage and install structure rock (18-27 cubic foot)	TN	$ 120.00	41	$4,920.00	$247.20	$10,135.20	$10,135.20	$0.00
20	602	Furnish and install structure rock (18-27 cubic foot)	TN	$ 200.00	322	$64,400.00	$322.85	$103,957.70	$103,957.70	$0.00
21	303	Furnish and install graded gravel filter	CY	$ 200.00	14	$2,800.00	$300.75	$4,210.50	$4,210.50	$0.00
22	570/206	Furnish and install 3.5 ft. diameter CMP	LF	$ 325.00	20	$6,500.00	$587.50	$11,750.00	$11,750.00	$0.00
23	632/664	Revegetation and landscape planting	SY	$ 10.00	1,760	$17,600.00	$8.90	$15,664.00	$15,664.00	$0.00
24	702	Traffic control	LS	$ 5,000.00	1	$5,000.00	$13,057.20	$13,057.20	$13,057.20	$0.00
				ADDITIVE ALTERNATIVE 7 SUBTOTAL:		$179,345.00		$262,000.60	$262,000.60	$0.00
				NM GROSS RECEIPTS TAX (8.4375%):		$15,132.23		$22,106.30	$22,106.30	$0.00
				ADDITIVE ALTERNATIVE 7 TOTAL (INCLUDING NMGRT):		**$194,477.23**		$284,106.90	**$284,106.90**	$0.00

ADDITIVE ALTERNATIVE 6A

BID ITEM NO.	BID AND MATERIAL QUANTITIES			UNIT COSTS	ADDITIVE ALTERNATIVE 6A		ADDITIVE ALTERNATIVE 6A			DIFFERENCE (TOTAL COST - TOTAL BID AMOUNT)
	SPEC. NO.*	DESCRIPTION	UNITS	$	QUANTITY	COST	UNIT BID PRICE	TOTAL BID AMOUNT	FROM UNIT BID PRICE & QTY)	
25	621	Mobilization, demobilization	LS	$ 7,000.00	1	$7,000.00	$9,717.75	$9,717.75	$9,717.75	$0.00
26	801	Construction staking and Surveys by Contractor	LS	$ 6,000.00	1	$6,000.00	$3,826.35	$3,826.35	$3,826.35	$0.00
27	603	Temporary erosion and sediment control	LS	$ 3,000.00	1	$3,000.00	$416.00	$416.00	$416.00	$0.00
28	203	Earthwork (excavation & compacted backfill)	CY	$ 50.00	370	$18,500.00	$39.00	$14,430.00	$14,430.00	$0.00
29	203	Remove excess material from site	CY	$ 25.00	232	$5,800.00	$37.15	$8,618.80	$8,618.80	$0.00
30	601	Demolition and removal of existing structure	LS	$ 5,000.00	1	$5,000.00	$25,046.05	$25,046.05	$25,046.05	$0.00
31	602	Furnish and install structure rock (18-27 cubic foot)	TN	$ 200.00	328	$65,600.00	$329.20	$107,977.60	$107,977.60	$0.00
32	602	Furnish and install class C rip rap	CY	$ 350.00	11	$3,850.00	$152.75	$1,680.25	$1,680.25	$0.00
33	303	Furnish and install graded gravel filter	CY	$ 200.00	96	$19,200.00	$186.85	$17,937.60	$17,937.60	$0.00
34	570/206	Furnish and install 3.5 ft. diameter CMP	LF	$ 325.00	20	$6,500.00	$587.50	$11,750.00	$11,750.00	$0.00
35	632/664	Revegetation and landscape planting	SY	$ 10.00	290	$2,900.00	$14.45	$4,190.50	$4,190.50	$0.00
36	702	Traffic control	LS	$ 5,000.00	1	$5,000.00	$10,690.60	$10,690.60	$10,690.60	$0.00
				ADDITIVE ALTERNATIVE 6A SUBTOTAL:		$148,350.00		$216,281.50	$216,281.50	$0.00
				NM GROSS RECEIPTS TAX (8.4375%):		$12,517.03		$18,248.75	$18,248.75	$0.00
				ADDITIVE ALTERNATIVE 6A TOTAL (INCLUDING NMGRT):		**$160,867.03**		$234,530.25	**$234,530.25**	$0.00

ADDITIVE ALTERNATIVE 5

BID ITEM NO.	BID AND MATERIAL QUANTITIES			UNIT COSTS	ADDITIVE ALTERNATIVE 5		ADDITIVE ALTERNATIVE 5			DIFFERENCE (TOTAL COST - TOTAL BID AMOUNT)
	SPEC. NO.*	DESCRIPTION	UNITS	$	QUANTITY	COST	UNIT BID PRICE	TOTAL BID AMOUNT	FROM UNIT BID PRICE & QTY)	
37	621	Mobilization, demobilization	LS	$ 2,500.00	1	$2,500.00	$9,717.75	$9,717.75	$9,717.75	$0.00
38	801	Construction staking and Surveys by Contractor	LS	$ 4,000.00	1	$4,000.00	$1,354.10	$1,354.10	$1,354.10	$0.00
39	603	Temporary erosion and sediment control	LS	$ 2,000.00	1	$2,000.00	$416.00	$416.00	$416.00	$0.00
40	203	Earthwork (excavation & compacted backfill)	CY	$ 50.00	16	$800.00	$90.40	$1,446.40	$1,446.40	$0.00
41	602	Furnish and install structure rock (18-27 cubic foot)	TN	$ 200.00	119	$23,800.00	$329.85	$39,252.15	$39,252.15	$0.00
42	602	Furnish and install class C rip rap	CY	$ 350.00	9	$3,150.00	$182.70	$1,644.30	$1,644.30	$0.00
43	303	Furnish and install graded gravel filter	CY	$ 200.00	14	$2,800.00	$182.85	$2,559.90	$2,559.90	$0.00
44	632/664	Revegetation and landscape planting	SY	$ 10.00	170	$1,700.00	$25.25	$4,292.50	$4,292.50	$0.00
45	702	Traffic control	LS	$ 5,000.00	1	$5,000.00	$7,009.30	$7,009.30	$7,009.30	$0.00
				ADDITIVE ALTERNATIVE 5 SUBTOTAL:		$45,750.00		$67,692.40	$67,692.40	$0.00
				NM GROSS RECEIPTS TAX (8.4375%):		$3,860.16		$5,711.55	$5,711.55	$0.00
				ADDITIVE ALTERNATIVE 5 TOTAL (INCLUDING NMGRT):		**$49,610.16**		$73,403.95	**$73,403.95**	$0.00
46	621	Re-mobilization / Demobilization	LS		**1**		$31,948.80	$31,948.80	$31,948.80	$0.00
				GRAND TOTAL (BASE BID + ADDITIVE ALTERNATIVES 7, 6A, 5, INCLUDING NMGRT):		**$1,015,813.94**		$1,561,109.16	**$1,561,109.16**	$0.00

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / River and Watershed Section	1/6/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
PW/Engineering/River and Waterhsed Section WIP Construction	2310411	572970	CLEAN H2O	1,561,110.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
CWSRF 088	2310411	490190	CLEAN H20	(1,561,110.00)	
				$ -	$ -

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

Loan # CWSRF 088 total amount: $1,561,109.16 to construct 500C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB '22/21/B)- project includes repairs to grade control structures, stormwater conveyance improvements, installation of boulder retaining wall and revegetation- see contract attached

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

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

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Zoe Isaacson — Prepared By *{print name}* — 1/6/2022 Date

Andy Hopkins — Budget Officer — Date

Division Director Signature *{optional}* — Date

Finance Director *{≤ $5,000}* — Date

1/12/2021

Department Director Signature — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203184**

Contractor: **Kimo Constructors, Inc.**

Description: **500C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB '22/21/B). Project includes: the repair of existing grade control structures, bank stabilization and stormwater conveyance improvements**

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

Term Start Date: **tentative: 2/7/2022** Term End Date: **tentative: 2/7/ 2024**

[☐] Approved by Council Date: _____

Contract / Lease: **Construction Contract over $200,000**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
This is a new construction contract for repairs to the Santa Fe River

3. **Procurement History:** **ITB '22/21/B**

Fran Dunaway (Jan 18, 2022 14:14 MST) Jan 18, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: award from ITB #22/21/B 2 years -2024 expires

4. **Funding Source:** **CLEAN H2O** **Org / Object:** **2310411/572970**

Andy Hopkins

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Zoe R Isaacson** Phone # **6853**

Email: **zrisaacson@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Kimo Constructors, Inc

Procurement Title: 500C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Public Works Staff Name Zoe R. Isaacson

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:

Zoe R. Isaacson	Public Works River and Watershed Project Administrator	1/06/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Jan 18, 2022 14:14 MST)	Chief Procurement Officer	Jan 18, 2022
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.

GB PWD SF RIVER REPAIR KIMO CONSTR r1

Final Audit Report 2022-01-18

Created:	2022-01-18
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3VMk7hFCEOhnOlMZHkMzZCfzYLmmohlP

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Agreement completed.
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City of Santa Fe New Mexico
Memorandum

Date: January 24, 2022

To: Santa Fe City Council

Via: Erin McSherry, City Attorney EM

From: Jeff Norris, Legislative Services

RE: Veterans Banners on Cerillos Road

EXECUTIVE SUMMARY:
The proposed Resolution amends Resolution No. 2020-14 to extend the location of banners commemorating "Hometown Heroes" from 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.

BACKGROUND:
The Hometown Heroes program displays banners commemorating active, retired, and honorably discharged United States Military veterans each year between Memorial Day and Veterans Day. The Governing Body has previously adopted three Resolutions approving the banners for this program. The most recent Resolution, Resolution No. 2020-14 permits the display of banners along Cerrillos Road between I-25 and Rodeo Road every year between Memorial Day and Veterans Day.

ACTION REQUESTED:
Adopt the Resolution as presented.

ATTACHMENTS:
Resolution
Fiscal Impact Report

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 25/01/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Garcia) A Resolution Amending Resolution No. 2020-14 To Change The Location Of The Banners Commemorating “Hometown Heroes” Along The Cerrillos Road Corridor Between I-25 And Rodeo Road To Between I-25 And The Intersection Of St. Michaels Drive And Osage Avenue. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov)

Committee Review:
Governing Body: 01/12/2022 (Introduced)
Public Works & Utilities: 01/24/2022
Governing Body: 01/26/2022

Item Type - resolution

Item Owner -

Item Sponsor - Michael Garcia

Item Tracking Number - 22-13435

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Amanda Chavez

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

VOTE SUMMARY



Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Michael Garcia Councilor Jamie Cassutt

Councilor Carol Romero-Wirth Councilor Renee Villarreal

A RESOLUTION

UPDATING THE TERMS OF APPROVAL INCLUDED IN RESOLUTION NO. 2020-14 TO EXPAND THE DESIGNATED LOCATION OF BANNERS COMMEMORATING "HOMETOWN HEROES" ALONG THE CERILLOS ROAD CORRIDOR FROM 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 to identify the geographic location associated with local business groups, neighborhoods, or community groups; the dates associated with important civic milestones, activities, or holidays; or a sense of place and community that are erected by the City of Santa Fe ("City") or its permittee, if approved by the Governing Body via Resolution; and

WHEREAS, "Banner" is defined as "a *temporary sign* no larger than eighteen (18) square feet made of flexible material (cloth, paper, vinyl, or other lightweight, non-rigid material) on which information relating to an event, function, or activity is painted or printed, which projects from, hangs from, or is affixed to a city-owned support structure."

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 commemorating the lives of those local veterans who are serving, have served, or have been honorably discharged from the United States Military, along Cerrillos Road between I-25 and Rodeo Road; and

WHEREAS, Resolution No. 2019-37 approved an additional 30 additional banners for the same purpose, on the same stretch of roadway; and

WHEREAS, Resolution No. 2020-24 approved the design and installation for as many banners for the same purpose 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, according to a July 3, 2021, article in *The Santa Fe New Mexican,* over 200 banners commemorating local veterans were placed in 2021; and

WHEREAS, according to Hometown Heroes, the group that originated the idea and has coordinated the request for the banners commemorating local veterans since 2019, 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 following design and installation plan, including the expanded locations and increased 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 existing light poles.
Number:	As many banners may be displayed as there are light poles along the approved location, provided the banners are evenly and artfully displayed.
Design Approval Process:	The design of the banners has been approved by the Land Use Director and City Attorney as conforming to all applicable requirements and restrictions.
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.

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:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Veterans Banners on Cerrillos Road

FIR No. 10371

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: x

Short Title(s): **Veterans Banners Along Cerrillos Road**

Sponsor(s): **Council Michael Garcia**

Reviewing Department(s): **Legislative Services**

Staff Completing FIR: **Jeff Norris** Date: **1/6/21** Phone: **505-922-6692**

Reviewed by City Attorney: _____ Date: Jan 24, 2022

Reviewed by Finance Director: _____ Date: Jan 24, 2022

Summary:
This Resolution permits the additional installation of banners along Cerrillos Road, to extend the installation from between I-25 and Rodeo to between I-25 and Osage Avenue/St. Michael's Drive on an annual basis between Memorial Day and Veterans Day. The Resolution specifies the dates, location, number, design approval process, installation, maintenance, and cost allocation related to the banners. It also specifies the required approvals, permits, surety, and release of liability.

Departments Affected:
None identified.

Consequences of Not Enacting Legislation:
The City will not authorize the additional display of banners along Cerrillos Road from I-25 to the intersection of Osage Avenue and St. Michaels Drive on an annual basis.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Bill relates to section 14-8.10(A)(2)(b)(4) that establishes the process for the Governing Body to approve the display of banners in the City.

Performance and Administrative Implications:
None identified. The banner design was previously approved and the installation and removal of the banners is performed by a contractor working with the Hometown Heroes organization.

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:

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE DURATION OF THE MAYOR'S EMERGENCY PROCLAMATION ISSUED ON JANUARY 24, 2022 BY FORTY DAYS, EXPRING AT NOON MARCH 7, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 20202 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 20202; November 30, 2020; January 20,2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; September 27, 2021; November 8, 2021; December 6, 2021; and January 24, 2022 (COVID-19 Proclamations II through XV); and

WHEREAS, according to the New Mexico Department of Health ("NMDOH") data in Santa Fe County, at least 99 percent of eligible residents have had at least one dose of COVID-19 vaccine and at least 86.2% are fully vaccinated[1]; and

WHEREAS, the City is 82% vaccinated, with 18 percent of employees remaining unvaccinated or choosing not to disclose; and

WHEREAS, despite the County's high vaccination rate, the recently surging Omicron variant has caused a an increase in positive cases and hospitalizations; and

WHEREAS, in particular, Santa Fe County is experiencing 285.6 cases per 100,000 people and a positivity rate of 23.8%,[2] rates requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution

[1] https://cvvaccine.nmhealth.org/public-dashboard.html
[2] https://covidactnow.org/us/new_mexico-nm/county/santa_fe_county/?s=26201524

extending it, Resolution 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution 2021-19 are attached as Exhibit G; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID 19 Proclamation VIII and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; COVID-19 Proclamation XII and the Resolution extending it, Resolution No. 2021-51, is attached as Exhibit L; COVID-1 Proclamation XIII and the Resolution extending it, Resolution No. 2021-63 is attached as Exhibit M; and COVID-19 Proclamation XIV and the Resolution extending it, Resolution 2021-76 is attached as Exhibit N; and Proclamation XV is attached as Exhibit O; and

WHEREAS, if not extended, Proclamation XV would expire on January 27, 2022; and

WHEREAS, the Governing Body wishes to extend Proclamation XV for an additional Forty (40) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on March 7, 2022, and an extension by the Governing Body on March 9, 2022, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XV is hereby extended by forty (40) days, expiring at noon on March 7, 2022 pursuant to Section 20-1.3(C).

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/State of Emergency Extension

State of Emergency Extension XV (For Signature)

Final Audit Report 2022-01-22

Created:	2022-01-22
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
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"State of Emergency Extension XV (For Signature)" History

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Agreement completed.
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EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 23, 2020 BY SIXTY DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, the Proclamation and extension to it, Resolution 2020-10, is attached as Exhibit A and Proclamation II is attached as Exhibit B;

WHEREAS, the Governing Body wishes to extend Proclamation II for an additional sixty (60) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on May 24, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than ten (10) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 23, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 25th day of March, 2020.

ALAN WEBBER, MAYOR

ATTEST:.

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-13 State of Emergency Extension

EXHIBIT B

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the

State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in

the City on March 13, 2020 (Proclamation I);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, which was the longest period of time permitted under the City's ordinances at that time;

WHEREAS, also on March 16, the Governing Body adopted new personnel rules to allow City employees to use sick leave and administrative leave for new purposes related to the emergency;

WHEREAS, on March 18, I supplemented my initial order to prohibit evictions due to inability to pay due to the COVID-19 virus; suspend parking fee enforcement; suspend fees for transit; delay the collection of lodgers tax, but not the reporting thereof; and suspend water shut-offs for failure to pay, but not the charges for water; and

WHEREAS, the emergency I proclaimed on March 13, 2020 continues, with sixty-five (65) documented cases of COVID-19 in New Mexico and ten (10) documented cases in Santa Fe County, with an anticipated significant increase in the coming days and weeks.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, again, that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to

persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as shopping at an essential retail location with more than five (5) customers, or entering an essential commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to

perform emergency functions;

c. All available resources of the City shall be used to address the emergency as reasonably necessary;]

d. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

e. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email;

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time. This order does not seek to change the obligation of the tenant to pay rent;

g. Lodgers Tax will not be due during the public health emergency, but still must be reported fully and on time;

h. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

i. The requirement to pay parking fees is suspended, while restrictions on

parking locations and access rules remain in place and outstanding parking citations must be paid;

j. The requirement to pay City transit fees is suspended;

k. Short-term rental permit renewal late fees may be submitted after April 15, 2020, during the Proclaimed emergency, but must be submitted before May 15, 2020; and

l. Until May 31, 2020, recipients of parking citations issued before this Proclamation II may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 23rd **day of** March **, 2020 at the hour of** 1:12 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT C

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 25, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-1-, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13, are attached as Exhibit B; and COVID-19 Proclamation III is attached as Exhibit C; and

WHEREAS, the Governing Body wishes to extend Proclamation III for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on July 26, 2020, pursuant to Section 20-1.3(C) with the following modifications:

PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.

ALAN WEBBER, MAYOR

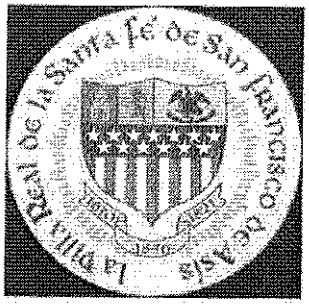
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-20 State of Emergency 60 Day Extension III



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including 129 cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I) and March 23, 2020 (Proclamation II);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, and on March 25, 2020, the Governing Body extended Proclamation II through May 24, 2020;

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; and May 15, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the pandemic and the City's and State's rapid and effective response to it, including the elimination of mass gatherings and implementing significant social distancing measures, have resulted in an unprecedented fiscal crisis for the City, its residents, and its businesses: a large number of residents have suffered reduced hours or job loss; the City's mom and pop stores and shops were closed to combat the spread of the virus, with great financial losses; the major businesses and markets that traditionally have catered to the tourists who flock to Santa Fe have had their revenues reduced to a trickle or their historic events have been cancelled entirely;

WHEREAS, at the time of this Proclamation, the City anticipates over a $100 million operating deficit due to reduced revenues, which is a significant proportion of the City's operating budget;

WHEREAS, as the rates of infection, hospitalization, and death from the COVID-19 pandemic begin to flatten and decrease in New Mexico, Governor Lujan Grisham and Secretary Kunkel have begun to "reopen" New Mexico, by lifting certain restrictions while requiring implementation of "COVID-19 Safe Practices"; and

WHEREAS, certain orders I previously issued remain necessary to protect life and

property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating as the State of New Mexico begins to reopen.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency and a financial emergency exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of

people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible

ii. directing City employees, as applicable, to perform emergency functions; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

i. identifying savings across the City's operations;

ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and

iii. identifying mechanisms and facilitating City collaboration with local

partners to safely reopen Santa Fe to allow activities that generate City revenues;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax will not be due during the public health emergency, but still

must be reported fully and on time;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

j. The collection of parking fees remains suspended through May 31 for on-street parking and remains suspended through June 30 for garage parking; restrictions on parking locations and access rules remain in place;

k. The collection of City transit fees is suspended;

l. Until May 31, 2020, recipients of parking citations issued before March 23, 2020 may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or exercising; as used here "public setting" means indoor spaces that are open to the public and outdoor spaces that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers'

markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued COVID-19 Safe Practices (CSPs), which are accessible online: www.cv.nmhealth.org/covid-safe-practices.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds,

especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain

supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and

m. Residents should make the "Santa Fe Promise": I promise to:

> Act as if I carry the coronavirus.
> Maintain social distancing of at least six feet.
> Wear a face covering, wash my hands, use sanitizer.
> Buy from local businesses that also make this promise.
> Practice patience, compassion, empathy, connection, respect and love.
> We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour of 7:15 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

EXHIBIT "A"

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. Local businesses should offer paid sick leave whenever feasible;

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT D

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-30

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 27, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution 2020-20 , are attached as Exhibit C; and COVID-19 Proclamation IV is attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation IV for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IV is hereby extended by sixty (60) days, expiring at noon on September 27, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of July 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-30 State of Emergency Extension IV

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY IV- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

EXHIBIT "D"

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II) and in a third proclamation on May 26, 2020 (Proclamation III);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 497 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation III expires on July 26, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of five (5) or more persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall resume on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

k. The collection of City transit fees shall be reinstated, implementing COVID-19 Safe Practices (CSPs);

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or swimming; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: www.cv.nmhealth.org/covid-safe-practices; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe

Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27th **day of** July, **2020 at the hour of** 3:04 **o'clock** P **M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT E

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-39

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON SEPTEMBER 28, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, on July 29th, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, Proclamation IV expired on September 27 and the Mayor again proclaimed an emergency on September 28, 2020 (Proclamation V), due to the ongoing pandemic;

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation V, attached as Exhibit E, for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation V is hereby extended by sixty (60) days, expiring at noon

on November 30, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 30th day of September, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-39 State of Emergency Extension V

EXHIBIT E

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY V- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), and in a fourth proclamation on July 27, 2020 (Proclamation IV);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020,

imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 970 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation IV expired on September 27, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than ten (10) persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than ten (10) customers or entering a commercial establishment that happens to have more than ten (10) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater, unless they have obtained a negative COVID-19 test within three (3) days before or after arrival in the state;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section

II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 28th day of September, 2020 at the hour of 11:30 o'clock A .M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT F

[redacted]

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-44

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON NOVEMBER 30, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency (COVID-19 Proclamation IV);

WHEREAS, on July 29, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, on September 28, 2020, Mayor Webber proclaimed a state of emergency for a fifth time, due to the continuing public health emergency (COVID-19 Proclamation V);

WHEREAS, on September 30, 2020 the Governing Body extended COVID-19 Proclamation V for sixty days;

WHEREAS on November 30, Mayor Webber proclaimed a state of emergency for a sixth time, due to the continuing public health emergency (COVID-19 Proclamation VI); and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; and COVID-19 Proclamation VI is attached as Exhibit F; and

WHEREAS, if not extended, Proclamation VI would expire on December 3, 2020. The Governing Body wishes to extend Proclamation VI for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VI is hereby extended by sixty (60) days, expiring at noon on January 30, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of December, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-44 State of Emergency Extension VI

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VI- COVID-19

November 30, 2020

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency in a second proclamation on March 23, 2020 (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), in a fourth proclamation on July 27, 2020 (Proclamation IV), and in a fifth proclamation on September 28, 2020 (Proclamation V);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020;

June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; and Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; and November 18, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 5,053 cases in Santa Fe County as of yesterday, November 29, 2020, nearly five times the number of cases recorded on the date I issued Proclamation V (1,014);

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation V expired on November 29, 2020;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events. When the State's limitations on mass gatherings permit greater numbers of persons to gather, or restrict gatherings to fewer persons, this order shall allow or restrict, as applicable, the same number to gather. As used herein,

"public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. “Assemble or gather” refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location’s regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following practices:

i. The City shall only provide in-person services to persons following COVID-Safe practices and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, and provides City employees evidence of that medical limitation, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting the employee at risk; and

iii. City employees shall participate in regular COVID-19 testing if the

City enters an agreement with the New Mexico Department of Health and New Mexico Environment Department for an exemption to Public Health Order Rapid Response COVID-19 closure protocols or if the City otherwise provides regular/surveillance testing for employees.

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to

the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place to the extent the orders are more restrictive than the currently effective Public Health Order:

A. The City shall not enforce its Single-Use Carryout Bags Ordinance, Section 21-8. In particular, the City shall not:

1. Penalize the use of single-use plastic bags;
2. Require the collection of $0.10/bag environmental service fee; or
3. Collect environmental service fees.

B. Grocery stores and supermarkets shall:

1. Not permit customers to bring their own reusable/"from home" bags;
2. Provide, without charging the City's environmental service fee, recyclable paper bags, compostable plastic bags, or single use plastic bags;
3. Provide access to handwashing facilities and break time for employees to wash their hands;
4. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
5. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
6. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;

7. Provide, as available, alcohol-based sanitizers in the store for customer use;

8. Implement procedures to sanitize frequent touch-points in the store throughout the day;

9. Discontinue all self-service salad bars, self-service food stations, including bulk food stations, and product tasting or sampling stands;

10. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

11. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

12. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

13. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. The November 20, 2020 orders I issued closing sports courts, including basketball courts, handball courts, and any other courts; playground equipment; athletic fields; and other shared infrastructure in City parks, remain in effect as follows:

1. All sports courts, including basketball courts, handball courts, and any other courts in the City's parks are closed to the public and may not be used;

2. All playground equipment in City parks is closed to the public and may not be used;

3. All athletic fields in City parks are closed; and

4. All other infrastructure in City parks, including skate parks, is

closed to the public and may not be used.

l. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

m. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

n. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and

vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
   I promise to:
   Act as if I carry the coronavirus.
   Maintain social distancing of at least six feet.
   Wear a face covering, wash my hands, use sanitizer.
   Buy from local businesses that also make this promise.
   Practice patience, compassion, empathy, connection, respect and love.
   We will keep Santa Fe safe. We will keep Santa Fe open. Together.
n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30th day of November, 2020 at the hour of 10:39 **o'clock** A **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT G

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-9

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JANUARY 30, 2021 BY FIFTY-SIX (56) DAYS, EXPIRING AT NOON ON MARCH 29, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; and November 30, 2021 (COVID-19 Proclamations II through VI); and

WHEREAS, on December 1, 2020 the Governing Boy extended COVID-19 Proclamation VI for sixty days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI is attached as Exhibit F; and COVID-19 Proclamation VII is attached as Exhibit G; and

WHEREAS, if not extended, Proclamation VII would expire on February 2, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VI for an additional fifty-six (56) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on March 31, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VII is hereby extended by fifty-six (56) days, expiring at noon on March 29, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of February, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Feb 3, 2021 11:31 MST)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-9 State of Emergency Extension VII

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VII- COVID-19

January 30, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); and November 30, 2020 (Proclamation VI);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders and Amendments on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders and Amendments on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; November 18, 2020; November 30, 2020; December 2, 2020; and December 9, 2020; and Secretary-Designate Tracie C. Collins issued additional Public Health Orders and Amendments on December 15, 2020; December 23, 2020; December 30, 2020; and January 8, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,064 cases in Santa Fe County as of yesterday, November 29, 2020, nearing twice the number of cases recorded on the date I issued

Proclamation VI (5,053);

WHEREAS, since my last proclamation, several new variants of the COVID-19 virus have been identified that have a higher infection rate, which results in the virus causing more illness and deaths per capita;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 114 Santa Fe County residents have died from COVID-19 infections as of January 29, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow" or "Green", depending upon their COVID-19 positivity rates and infection rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, despite recent improvements in infection and positivity rates, Santa Fe County remains classified as "Red";

WHEREAS, since my last proclamation, the first COVID-19 vaccines were authorized for experimental use in the United States and approximately 250,000 doses have been administered in New Mexico;

WHEREAS, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for both of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue for several months;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases,

while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VI expired at noon today, January 30, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections

20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events while Santa Fe County is classified as "Red" under the State's public health order. When Santa Fe County's NMDOH "Red to Green" status changes to Yellow or Green, this order shall allow or restrict, as applicable, the number of persons and vehicles permitted under the State's limitations for that level of risk to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by five or more individuals or by families in a location's regular course of business. That is, this prohibition does not restrict a person from shopping at a retail location where there are already more than five (5) customers or from entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to shelters, hospitals, or other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Should the City's temporary administrative and sick leave authorized pursuant to Resolution No. 2020-11 and the City Manager's existing administrative leave authority not be sufficient to implement the New Mexico Department of Health's recommended quarantining time periods for close contacts, positive cases, and/or to allow the care of family members who are at home due to the limitations imposed under the declared emergency, the City Manager shall provide administrative leave up to the permitted hours and pursuant to the other limitations that were permitted under the federal leave benefits that expired on December 31, 2020 under the Families First Coronavirus Response Act (FFCRA), including Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFMLA); and

iv. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during the work day, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a

COVID-19 vaccine and the associated booster shot shall be exempt from testing requirements two weeks after receipt of their booster shot;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening

to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets remain in place, except that, beginning on February 7, 2021, the City shall again enforce its Single-Use Carryout Bags Ordinance, Section 21-8, in relation to in-store purchases from grocery stores and super markets.

i. Beginning immediately, stores must permit customers to use reusable bags, but may require customers to pack the bags the customers are reusing.

ii. To the extent that the following orders are more restrictive than the current effective Public Health Order, grocery stores and supermarkets shall:

1. Provide access to handwashing facilities and break time for employees to wash their hands;
2. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
3. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
4. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;
5. Provide, as available, alcohol-based sanitizers in the store for customer use;
6. Implement procedures to sanitize frequent touch-points in the store throughout the day;
7. Discontinue all self-service salad bars, self-service food

stations, including bulk food stations, and product tasting or sampling stands;

8. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

9. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

10. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

11. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

l. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth sports and programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; and medical providers and other industries shall comply with

the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine

cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at

https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise;
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
p. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
q. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30 day of January, 2021 at the hour of_____ o'clock __.M. (MDT).

_

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Jan 30, 2021 12:05 MST)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT H

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-19

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 29, 2021 BY FIFTY-FOUR (54) DAYS, EXPIRING AT NOON ON MAY 24, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, and January 20, 2021 (COVID-19 Proclamations II through VII); and

WHEREAS, on February 1st, 2021 the Governing Boy extended COVID-19 Proclamation VII for fifty-six days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; and COVID-19 Proclamation VIII is attached as Exhibit H;

and

WHEREAS, if not extended, Proclamation VIII would expire on April 1, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VIII for an additional fifty-four (54) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on May 26, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VIII is hereby extended by fifty-four (54) days, expiring at noon on May 24, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 31st day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

Kristine Mihelcic (Apr 2, 2021 12:21 MDT)

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-19 State of Emergency Extension VIII

EXHIBIT H

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VIII- COVID-19
March 29, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); and January 30, 2021 (Proclamation VII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 38 of them, beginning on March 13, 2020; , with the most recent issued on March 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,834 cases in Santa Fe County as of March 28, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 142 Santa Fe County residents have died from COVID-19 infections as of March 28, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, and the continuity of those rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, if a county remains within the positivity rates and infection rates of the Green level for the two weeks after being classified as Green, it becomes classified "Turquoise", lifting COVID-19 restrictions significantly;

WHEREAS, Santa Fe County recently became classified as "Green", then "Turquoise";

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs in the County may operate with 33% indoor capacity, and recreation centers and large event centers in the County may operate at 50% capacity;

WHEREAS, if Santa Fe's positivity or infection rates fall below the Green level, the County will fall two levels, to the "Yellow" category, with significantly restricted gatherings and business operations;

WHEREAS, while reopening steps are positive for the County's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, three COVID-19 vaccines have now been authorized for experimental use in the United States and more than 1 million doses have been administered in New Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for all three of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue through at least April and May;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases, while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VII expired at noon today, March 29, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and

certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions, except that, inside City-owned buildings, gatherings for events shall be limited to 150 while Santa Fe County is classified as "Turquoise", shall decrease to 10 if the County's classification becomes Yellow, and return to 20 if the County's classification subsequently returns to Green. The City's Convention Center may increase its occupancy to the State's event center occupancy levels beginning May 6, if the County's classification remains Turquoise or the equivalent;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities gradually and in a safety-conscious manner, and as City employees have the opportunity to get vaccinated, as long as local infection rates continue to remain in the Green levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during their scheduled work days, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a COVID-19 vaccine and the associated booster shot, if applicable, shall be exempt from testing requirements beginning the month when two weeks have lapsed after receipt of their booster shot or two weeks after the vaccine administration, if there is not a booster shot for the vaccine;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or

difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?
ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?
iii. Have you been tested for COVID-19 and are waiting to receive test results?
v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will

continue to accrue and be owed;

j. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

j. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

k. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

l. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. Avoid contact with people who are sick;
b. Practice "social distancing", by maintain six (6) feet between yourself and others;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
d. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
g. Avoid handshaking;
h. Avoid touching your face, nose, and eyes;
i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
j. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;

j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 29 **day of** March**, 2021 at the hour of** 4 **o'clock** P **.M. (MDT).**

_____

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Mar 29, 2021 16:33 MDT)

_____

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT I

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY IX- COVID-19
May 24, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); and March 29, 2021 (Proclamation VIII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 43 of them, beginning on March 13, 2020 ,with the most recent issued on May 14, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,379 cases in Santa Fe County as of May 21, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 146 Santa Fe County residents have died from COVID-19 infections as of May 21, 2021;

WHEREAS, Santa Fe County, and all other Counties but one, are classified as "Turquoise" under the State's updated public health order that classifies counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, vaccination rates, and the continuity of those rates, demonstrating decreased positivity rates and infection rates, and increased vaccination rates, allowing fewer restrictions on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs may operate with 33% indoor capacity, and recreation centers and large event centers may operate at 50% capacity;

WHEREAS, the State Public Health Order issued on April 28th, 2021, provides that counties classified as Turquoise will be Turquoise for at least two, two-week periods in a row, making Turquoise a "sticky" classification;

WHEREAS, Santa Fe's infection rate of 2.88% and vaccination rate of 60.6% are well within the ranges required for the State's Turquoise classification, 7.5% and 45% (to be increased by 5% every other week), respectively;

WHEREAS, Santa Fe's positivity rate of 8.8/100,000, however, is relatively close to the State's Turquoise criteria of 10/100, 0000;

WHEREAS, numerous counties risk reclassification into a more restrictive category on June 2, 2021, based on their rates being outside the State's required Turquoise levels on May 17, 2021;;

WHEREAS, since early April, most schools and children's programs have returned to in-person classes and programming;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 1,881,000 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New

Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second dose, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, the vaccines are now readily available to persons ages 12 or older, but demand has decreased significantly over the last few weeks due to vaccine hesitancy;

WHEREAS, the Centers for Disease Control (CDC) recently updated its facial covering guidance for outdoor activities for all persons and for indoor activities for vaccinated persons, no longer recommending that facial coverings be used in most outdoor settings and no longer recommending that vaccinated persons wear facial coverings in most indoor settings, recognizing the efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, Proclamation VIII expired at noon today, May 24, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to

persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions; City facilities shall accommodate public use up to the State's permitted occupancies to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs);

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to remain in the Turquoise levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following applicable CSPs and requirements and wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to

not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. City employees who are not vaccinated are encouraged, but not required, to get tested on a regular basis;

d. When inside the publically accessible areas of City facilities, and when engaging in direct, in-person services to members of the public outdoors, employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, while charges will continue to accrue and be owed;

l. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

m. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age,

> i. persons in Santa Fe must wear a facial covering in health care settings, including but not limited to hospitals, long-term care

facilities, and doctors' offices; public transit; homeless shelters, and as required by federal and state, laws, rules, and regulations;

ii. local businesses and employers may require facial coverings for clients, employees, and customers; and

iii. unvaccinated persons must wear facial coverings in indoor public settings and when attending outdoor ticketed public events, such as concerts and sporting events.

These requirements apply except when persons are eating or drinking. As used here, "public setting" means places that are open to the public;

n. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

o. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
b. Seek relief funds for overdue rent and utilities payments. Available sources include the following:

i. For rent and/or mortgage assistance, from the following sources:
    1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
    2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org

ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

c. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
d. Avoid contact with people who are sick;
e. Practice "social distancing", by maintain six (6) feet between yourself and others;
f. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
g. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
h. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
i. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
j. Avoid handshaking;
k. Avoid touching your face, nose, and eyes;
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell

phones, and other electronic devices); and

m. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;
j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors who have symptoms or know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 24 day of May, 2021 at the hour of 5 o'clock P.M. (MDT).

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ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT J

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-40

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 12, 2021 BY TWENTY-SIX (26) DAYS, EXPIRING AT NOON ON AUGUST 9, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency eight times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; and July 12, 2021 (COVID-19 Proclamations II through X); and

WHEREAS, in Santa Fe County, at least 81.2% of eligible residents ages 16 or older have had at least one does of a COVID-19 vaccine and at least 72.4% are fully vaccinated; and

WHEREAS, several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; and COVID-19 Proclamation X is attached as Exhibit J; and

WHEREAS, if not extended, Proclamation X would expire on July 15, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation X for an additional twenty-six (26) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on August 9, 2021 and an extension by the Governing Body on August 11, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation X is hereby extended by twenty-six (26) days, expiring at noon on August 9, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 14th day of July, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 20, 2021 10:20 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-40 State of Emergency Extension X

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY X- COVID-19

July 11, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); and May 24, 2021 (Proclamation IX);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and former Secretary Tracie C. Collins, issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on June 30, 12021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,642 cases in Santa Fe County as of June 6, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 151 Santa Fe County residents have died from COVID-19 infections as of June 6, 2021;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico;

WHEREAS, Centers for Disease Control (CDC) no longer recommends facial coverings for outdoor activities and it no longer recommends facial coverings for

vaccinated persons in indoor settings, recognizing the high efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, while New Mexico leads the nation in percent decreases in COVID in the last 14 days, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the more contagious Delta variant;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, Proclamation IX expired at noon today, July 12, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs) and as not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to decrease and as long as City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons who are following applicable CSPs and requirements and wearing a facial covering may enter City facilities

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees who are not vaccinated shall be encouraged, but not required, to get tested on a regular basis.

d. When inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

k. Unless a healthcare provider instructs otherwise,

> i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and
>
> ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-

compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;
d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;

ii. Avoid handshaking; and
iii. Avoid all non-essential travel, including plane trips and cruise ships.

g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors who have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
m. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 12 **day of** July**, 2021 at the hour of** 3 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 12, 2021 15:43 MDT)

KRISTINE MIHELCIC, CITY CLERK

(S E A L)

Exhibit K

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY XI- COVID-19

August 9, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); and July 11, 2021;

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on July 30, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,939cases in Santa Fe County as of August 4, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 153 Santa Fe County residents have died from COVID-19 infections as of August 4, 2021;

WHEREAS, while the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population, **and** recent studies show that the variant known as the "Delta Variant" is also significantly more likely to spread within the vaccinated population than previously known variants;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico, but rates of vaccination have decreased significantly over the course of the

last few months;

WHEREAS, Centers for Disease Control (CDC) recommends that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside again, due to the new study regarding the higher contagion of, and transmission by, vaccinated persons by the Delta Variant;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, Santa Fe County residents have a 74% vaccination rate among adults;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the Delta Variant;

WHEREAS, the CDC currently classifies Santa Fe County as having a "Substantial" transmission rate, based on cases per 100,000 persons and test positivity rates;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds have been difficult for some residents to access who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires adherence to COVID-Safe Practices (CSPs), which require employers to follow the CDC's recommendations

regarding wearing facial coverings;

WHEREAS, after a period with few or no employees with positive COVID tests, there have recently been 5 employees with positive COVID-19 tests;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation X expired at noon today, August 9, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the

applicable COVID-Safe Practices (CSPs) when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and begin increasing in-person services again when local infection rates decrease again;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as

confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. When the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test

results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the

extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico,

Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible,

preferably vaccination before arrival and testing for unvaccinated participants;

e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 9 **day of** August**, 2021 at the hour of** 3 **o'clock** P**.M. (MDT).**

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ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 9, 2021 15:52 MDT)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-47

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON AUGUST 9, 2021, BY FORTY-SEVEN DAYS, EXPIRING AT NOON ON SEPTEMBER 27, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021, and August 9, 2021 (COVID-19 Proclamations II through XI); and

WHEREAS, in Santa Fe County, at least 83.6% of eligible residents ages 18 or older have had at least one does of a COVID-19 vaccine and at least 74.9% are fully vaccinated; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations are increasing again as several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, New Mexico has seen a rapid rise in positive cases as a result of the highly infectious nature of the Delta variant, with most cases and hospitalizations occurring among the unvaccinated; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution

No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, and COVID-19 Proclamation XI is attached as Exhibit K; and

WHEREAS, if not extended, Proclamation XI would expire on August 12, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XI for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on September 27th, 2021, and an extension by the Governing Body on September 29th, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XI is hereby extended by forty-seven (47) days, expiring at noon on September 27, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 11th day of August, 2021.

ALAN WEBBER, MAYOR

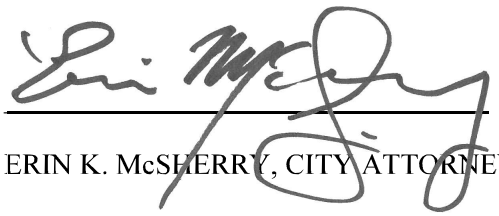
ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Aug 16, 2021 18:33 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-47 State of Emergency Extension XI

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-76

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE DURATION OF THE MAYOR'S EMERGENCY PROCLAMATION ISSUED ON DECEMBER 6, 2021, BY FORTY-SEVEN DAYS, EXPIRING AT NOON ON JANUARY 24, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; September 27, 2021, November 8, 2021, and December 6, 2021 (COVID-19 Proclamations II through XIV); and

WHEREAS, according to the New Mexico Department of Health ("NMDOH") data, in Santa Fe County, at least 97.1% of eligible residents have had at least one dose of a COVID-19 vaccine and at least 84.3% are fully vaccinated, more than 20 percentage points more than New Mexico as a whole[1]; and

WHEREAS, despite the County's high vaccination rate, vaccinations efficacies after months of duration are waning and instances of positive cases and hospitalizations are increasing; and

WHEREAS, in particular, Santa Fe County is averaging between 51-72 cases per day on a 7-day rolling average, nearly double the average one month ago, requiring ongoing diligence and City response to suppress the spread of the virus[2]; and

WHEREAS, according to NMDOH data, Santa Fe County has suffered 184 deaths attributed to COVID-19 or complications from COVID-19[3]; and

WHEREAS, the emergence of the omicron variant, while not yet reported in New Mexico, presents an area of additional concern for the City and its residents; and

WHEREAS, as a result of Proclamations XI, XII, XIII, and their associated Emergency

[1] https://cvvaccine.nmhealth.org/public-dashboard.html
[2] https://covidactnow.org/us/new_mexico-nm/county/santa_fe_county/?s=26201524
[3] https://cvprovider.nmhealth.org/public-dashboard.html

Orders, the City of Santa Fe reached a 80.83% vaccination rate among employees; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; COVID-19 Proclamation XII and the Resolution extending it, Resolution No. 2021-51, is attached as Exhibit L; COVID-19 Proclamation XIII and the Resolution extending it, Resolution No. 2021-63, is attached as Exhibit M; and COVID-19 Proclamation XIV is attached as Exhibit N; and

WHEREAS, if not extended, Proclamation XIV would expire on December 9, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XIV for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on January 24, 2022, and an extension by the Governing Body on January 26, 2022, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XIV is hereby extended by forty-seven (47) days, expiring at noon on January 24, 2022, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 8th day of December, 2021.



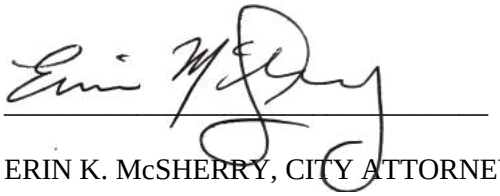
ALAN WEBBER, MAYOR

ATTEST:



KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-76 State of Emergency Extension XIV

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

EXHIBIT "A"

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

[redacted]

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

[redacted]

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. **I also encourage the following:**

a. Local businesses should offer paid sick leave whenever feasible;

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 23, 2020 BY SIXTY DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, the Proclamation and extension to it, Resolution 2020-10, is attached as Exhibit A and Proclamation II is attached as Exhibit B;

WHEREAS, the Governing Body wishes to extend Proclamation II for an additional sixty (60) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on May 24, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than ten (10) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 23, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 25th day of March, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-13 State of Emergency Extension

EXHIBIT B

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the

State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in

the City on March 13, 2020 (Proclamation I);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, which was the longest period of time permitted under the City's ordinances at that time;

WHEREAS, also on March 16, the Governing Body adopted new personnel rules to allow City employees to use sick leave and administrative leave for new purposes related to the emergency;

WHEREAS, on March 18, I supplemented my initial order to prohibit evictions due to inability to pay due to the COVID-19 virus; suspend parking fee enforcement; suspend fees for transit; delay the collection of lodgers tax, but not the reporting thereof; and suspend water shut-offs for failure to pay, but not the charges for water; and

WHEREAS, the emergency I proclaimed on March 13, 2020 continues, with sixty-five (65) documented cases of COVID-19 in New Mexico and ten (10) documented cases in Santa Fe County, with an anticipated significant increase in the coming days and weeks.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, again, that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to

persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as shopping at an essential retail location with more than five (5) customers, or entering an essential commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to

perform emergency functions;

c. All available resources of the City shall be used to address the emergency as reasonably necessary;]

d. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

e. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email;

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time. This order does not seek to change the obligation of the tenant to pay rent;

g. Lodgers Tax will not be due during the public health emergency, but still must be reported fully and on time;

h. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

i. The requirement to pay parking fees is suspended, while restrictions on

parking locations and access rules remain in place and outstanding parking citations must be paid;

j. The requirement to pay City transit fees is suspended;

k. Short-term rental permit renewal late fees may be submitted after April 15, 2020, during the Proclaimed emergency, but must be submitted before May 15, 2020; and

l. Until May 31, 2020, recipients of parking citations issued before this Proclamation II may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 23rd **day of** March, **2020 at the hour of** 1:12 **o'clock** P **M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT C

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 25, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-1-, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13, are attached as Exhibit B; and COVID-19 Proclamation III is attached as Exhibit C; and

WHEREAS, the Governing Body wishes to extend Proclamation III for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on July 26, 2020, pursuant to Section 20-1.3(C) with the following modifications:

PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.

ALAN WEBBER, MAYOR

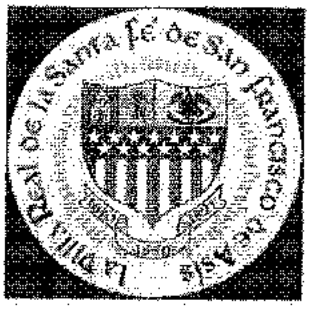
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-20 State of Emergency 60 Day Extension III



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including 129 cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I) and March 23, 2020 (Proclamation II);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, and on March 25, 2020, the Governing Body extended Proclamation II through May 24, 2020;

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; and May 15, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the pandemic and the City's and State's rapid and effective response to it, including the elimination of mass gatherings and implementing significant social distancing measures, have resulted in an unprecedented fiscal crisis for the City, its residents, and its businesses: a large number of residents have suffered reduced hours or job loss; the City's mom and pop stores and shops were closed to combat the spread of the virus, with great financial losses; the major businesses and markets that traditionally have catered to the tourists who flock to Santa Fe have had their revenues reduced to a trickle or their historic events have been cancelled entirely;

WHEREAS, at the time of this Proclamation, the City anticipates over a $100 million operating deficit due to reduced revenues, which is a significant proportion of the City's operating budget;

WHEREAS, as the rates of infection, hospitalization, and death from the COVID-19 pandemic begin to flatten and decrease in New Mexico, Governor Lujan Grisham and Secretary Kunkel have begun to "reopen" New Mexico, by lifting certain restrictions while requiring implementation of "COVID-19 Safe Practices"; and

WHEREAS, certain orders I previously issued remain necessary to protect life and

property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating as the State of New Mexico begins to reopen.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency and a financial emergency exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of

people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible

ii. directing City employees, as applicable, to perform emergency functions; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

i. identifying savings across the City's operations;

ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and

iii. identifying mechanisms and facilitating City collaboration with local

partners to safely reopen Santa Fe to allow activities that generate City revenues;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax will not be due during the public health emergency, but still

must be reported fully and on time;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

j. The collection of parking fees remains suspended through May 31 for on-street parking and remains suspended through June 30 for garage parking; restrictions on parking locations and access rules remain in place;

k. The collection of City transit fees is suspended;

l. Until May 31, 2020, recipients of parking citations issued before March 23, 2020 may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or exercising; as used here "public setting" means indoor spaces that are open to the public and outdoor spaces that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers'

markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued COVID-19 Safe Practices (CSPs), which are accessible online: www.cv.nmhealth.org/covid-safe-practices.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds,

especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain

supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and

m. Residents should make the "Santa Fe Promise": I promise to:

> Act as if I carry the coronavirus.
> Maintain social distancing of at least six feet.
> Wear a face covering, wash my hands, use sanitizer.
> Buy from local businesses that also make this promise.
> Practice patience, compassion, empathy, connection, respect and love.
> We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour of 7:15 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT D

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-30

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 27, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution 2020-20 , are attached as Exhibit C; and COVID-19 Proclamation IV is attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation IV for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IV is hereby extended by sixty (60) days, expiring at noon on September 27, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of July 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-30 State of Emergency Extension IV

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY IV- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

EXHIBIT "D"

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II) and in a third proclamation on May 26, 2020 (Proclamation III);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 497 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation III expires on July 26, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of five (5) or more persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall resume on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

k. The collection of City transit fees shall be reinstated, implementing COVID-19 Safe Practices (CSPs);

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or swimming; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: www.cv.nmhealth.org/covid-safe-practices; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe

Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27th **day of** July, **2020 at the hour of** 3:04 **o'clock** P **M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT E

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-39

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON SEPTEMBER 28, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, on July 29th, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, Proclamation IV expired on September 27 and the Mayor again proclaimed an emergency on September 28, 2020 (Proclamation V), due to the ongoing pandemic;

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation V, attached as Exhibit E, for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation V is hereby extended by sixty (60) days, expiring at noon

on November 30, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 30th day of September, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-39 State of Emergency Extension V

EXHIBIT E

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY V- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), and in a fourth proclamation on July 27, 2020 (Proclamation IV);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020,

imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 970 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation IV expired on September 27, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than ten (10) persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than ten (10) customers or entering a commercial establishment that happens to have more than ten (10) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater, unless they have obtained a negative COVID-19 test within three (3) days before or after arrival in the state;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section

II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 28th day of September, 2020 at the hour of 11:30 o'clock A .M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT F

[redacted]

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-44

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON NOVEMBER 30, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency (COVID-19 Proclamation IV);

WHEREAS, on July 29, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, on September 28, 2020, Mayor Webber proclaimed a state of emergency for a fifth time, due to the continuing public health emergency (COVID-19 Proclamation V);

WHEREAS, on September 30, 2020 the Governing Body extended COVID-19 Proclamation V for sixty days;

WHEREAS on November 30, Mayor Webber proclaimed a state of emergency for a sixth time, due to the continuing public health emergency (COVID-19 Proclamation VI); and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; and COVID-19 Proclamation VI is attached as Exhibit F; and

WHEREAS, if not extended, Proclamation VI would expire on December 3, 2020. The Governing Body wishes to extend Proclamation VI for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VI is hereby extended by sixty (60) days, expiring at noon on January 30, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of December, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-44 State of Emergency Extension VI

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VI- COVID-19

November 30, 2020

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency in a second proclamation on March 23, 2020 (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), in a fourth proclamation on July 27, 2020 (Proclamation IV), and in a fifth proclamation on September 28, 2020 (Proclamation V);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020;

June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; and Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; and November 18, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 5,053 cases in Santa Fe County as of yesterday, November 29, 2020, nearly five times the number of cases recorded on the date I issued Proclamation V (1,014);

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation V expired on November 29, 2020;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events. When the State's limitations on mass gatherings permit greater numbers of persons to gather, or restrict gatherings to fewer persons, this order shall allow or restrict, as applicable, the same number to gather. As used herein,

"public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. “Assemble or gather” refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location’s regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following practices:

i. The City shall only provide in-person services to persons following COVID-Safe practices and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, and provides City employees evidence of that medical limitation, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting the employee at risk; and

iii. City employees shall participate in regular COVID-19 testing if the

City enters an agreement with the New Mexico Department of Health and New Mexico Environment Department for an exemption to Public Health Order Rapid Response COVID-19 closure protocols or if the City otherwise provides regular/surveillance testing for employees.

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to

the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place to the extent the orders are more restrictive than the currently effective Public Health Order:

A. The City shall not enforce its Single-Use Carryout Bags Ordinance, Section 21-8. In particular, the City shall not:

1. Penalize the use of single-use plastic bags;
2. Require the collection of $0.10/bag environmental service fee; or
3. Collect environmental service fees.

B. Grocery stores and supermarkets shall:

1. Not permit customers to bring their own reusable/"from home" bags;
2. Provide, without charging the City's environmental service fee, recyclable paper bags, compostable plastic bags, or single use plastic bags;
3. Provide access to handwashing facilities and break time for employees to wash their hands;
4. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
5. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
6. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;

7. Provide, as available, alcohol-based sanitizers in the store for customer use;

8. Implement procedures to sanitize frequent touch-points in the store throughout the day;

9. Discontinue all self-service salad bars, self-service food stations, including bulk food stations, and product tasting or sampling stands;

10. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

11. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

12. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

13. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. The November 20, 2020 orders I issued closing sports courts, including basketball courts, handball courts, and any other courts; playground equipment; athletic fields; and other shared infrastructure in City parks, remain in effect as follows:

1. All sports courts, including basketball courts, handball courts, and any other courts in the City's parks are closed to the public and may not be used;

2. All playground equipment in City parks is closed to the public and may not be used;

3. All athletic fields in City parks are closed; and

4. All other infrastructure in City parks, including skate parks, is

closed to the public and may not be used.

l. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

m. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

n. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and

vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
   I promise to:
   Act as if I carry the coronavirus.
   Maintain social distancing of at least six feet.
   Wear a face covering, wash my hands, use sanitizer.
   Buy from local businesses that also make this promise.
   Practice patience, compassion, empathy, connection, respect and love.
   We will keep Santa Fe safe. We will keep Santa Fe open. Together.
n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30th day of November, 2020 at the hour of 10:39 **o'clock** A **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT G

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-9

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JANUARY 30, 2021 BY FIFTY-SIX (56) DAYS, EXPIRING AT NOON ON MARCH 29, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; and November 30, 2021 (COVID-19 Proclamations II through VI); and

WHEREAS, on December 1, 2020 the Governing Boy extended COVID-19 Proclamation VI for sixty days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI is attached as Exhibit F; and COVID-19 Proclamation VII is attached as Exhibit G; and

WHEREAS, if not extended, Proclamation VII would expire on February 2, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VI for an additional fifty-six (56) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on March 31, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VII is hereby extended by fifty-six (56) days, expiring at noon on March 29, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of February, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Feb 3, 2021 11:31 MST)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-9 State of Emergency Extension VII

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VII- COVID-19
January 30, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); and November 30, 2020 (Proclamation VI);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders and Amendments on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders and Amendments on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; November 18, 2020; November 30, 2020; December 2, 2020; and December 9, 2020; and Secretary-Designate Tracie C. Collins issued additional Public Health Orders and Amendments on December 15, 2020; December 23, 2020; December 30, 2020; and January 8, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,064 cases in Santa Fe County as of yesterday, November 29, 2020, nearing twice the number of cases recorded on the date I issued

Proclamation VI (5,053);

WHEREAS, since my last proclamation, several new variants of the COVID-19 virus have been identified that have a higher infection rate, which results in the virus causing more illness and deaths per capita;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 114 Santa Fe County residents have died from COVID-19 infections as of January 29, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow" or "Green", depending upon their COVID-19 positivity rates and infection rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, despite recent improvements in infection and positivity rates, Santa Fe County remains classified as "Red";

WHEREAS, since my last proclamation, the first COVID-19 vaccines were authorized for experimental use in the United States and approximately 250,000 doses have been administered in New Mexico;

WHEREAS, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for both of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue for several months;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases,

while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VI expired at noon today, January 30, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections

20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events while Santa Fe County is classified as "Red" under the State's public health order. When Santa Fe County's NMDOH "Red to Green" status changes to Yellow or Green, this order shall allow or restrict, as applicable, the number of persons and vehicles permitted under the State's limitations for that level of risk to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by five or more individuals or by families in a location's regular course of business. That is, this prohibition does not restrict a person from shopping at a retail location where there are already more than five (5) customers or from entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to shelters, hospitals, or other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Should the City's temporary administrative and sick leave authorized pursuant to Resolution No. 2020-11 and the City Manager's existing administrative leave authority not be sufficient to implement the New Mexico Department of Health's recommended quarantining time periods for close contacts, positive cases, and/or to allow the care of family members who are at home due to the limitations imposed under the declared emergency, the City Manager shall provide administrative leave up to the permitted hours and pursuant to the other limitations that were permitted under the federal leave benefits that expired on December 31, 2020 under the Families First Coronavirus Response Act (FFCRA), including Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFMLA); and

iv. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during the work day, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a

COVID-19 vaccine and the associated booster shot shall be exempt from testing requirements two weeks after receipt of their booster shot;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening

to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets remain in place, except that, beginning on February 7, 2021, the City shall again enforce its Single-Use Carryout Bags Ordinance, Section 21-8, in relation to in-store purchases from grocery stores and super markets.

i. Beginning immediately, stores must permit customers to use reusable bags, but may require customers to pack the bags the customers are reusing.

ii. To the extent that the following orders are more restrictive than the current effective Public Health Order, grocery stores and supermarkets shall:

1. Provide access to handwashing facilities and break time for employees to wash their hands;
2. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
3. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
4. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;
5. Provide, as available, alcohol-based sanitizers in the store for customer use;
6. Implement procedures to sanitize frequent touch-points in the store throughout the day;
7. Discontinue all self-service salad bars, self-service food

stations, including bulk food stations, and product tasting or sampling stands;

8. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

9. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

10. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

11. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

l. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth sports and programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; and medical providers and other industries shall comply with

the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine

cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at

https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise;
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
p. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
q. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30 day of January, 2021 at the hour of_____ o'clock __.M. (MDT).

_

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Jan 30, 2021 12:05 MST)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT H

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-19

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 29, 2021 BY FIFTY-FOUR (54) DAYS, EXPIRING AT NOON ON MAY 24, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, and January 20, 2021 (COVID-19 Proclamations II through VII); and

WHEREAS, on February 1st, 2021 the Governing Boy extended COVID-19 Proclamation VII for fifty-six days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; and COVID-19 Proclamation VIII is attached as Exhibit H;

and

WHEREAS, if not extended, Proclamation VIII would expire on April 1, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VIII for an additional fifty-four (54) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on May 26, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VIII is hereby extended by fifty-four (54) days, expiring at noon on May 24, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 31st day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

Kristine Mihelcic (Apr 2, 2021 12:21 MDT)

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-19 State of Emergency Extension VIII

EXHIBIT H

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VIII- COVID-19
March 29, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); and January 30, 2021 (Proclamation VII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 38 of them, beginning on March 13, 2020; , with the most recent issued on March 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,834 cases in Santa Fe County as of March 28, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 142 Santa Fe County residents have died from COVID-19 infections as of March 28, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, and the continuity of those rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, if a county remains within the positivity rates and infection rates of the Green level for the two weeks after being classified as Green, it becomes classified "Turquoise", lifting COVID-19 restrictions significantly;

WHEREAS, Santa Fe County recently became classified as "Green", then "Turquoise";

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs in the County may operate with 33% indoor capacity, and recreation centers and large event centers in the County may operate at 50% capacity;

WHEREAS, if Santa Fe's positivity or infection rates fall below the Green level, the County will fall two levels, to the "Yellow" category, with significantly restricted gatherings and business operations;

WHEREAS, while reopening steps are positive for the County's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, three COVID-19 vaccines have now been authorized for experimental use in the United States and more than 1 million doses have been administered in New Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for all three of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue through at least April and May;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases, while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VII expired at noon today, March 29, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and

certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions, except that, inside City-owned buildings, gatherings for events shall be limited to 150 while Santa Fe County is classified as "Turquoise", shall decrease to 10 if the County's classification becomes Yellow, and return to 20 if the County's classification subsequently returns to Green. The City's Convention Center may increase its occupancy to the State's event center occupancy levels beginning May 6, if the County's classification remains Turquoise or the equivalent;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities gradually and in a safety-conscious manner, and as City employees have the opportunity to get vaccinated, as long as local infection rates continue to remain in the Green levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during their scheduled work days, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a COVID-19 vaccine and the associated booster shot, if applicable, shall be exempt from testing requirements beginning the month when two weeks have lapsed after receipt of their booster shot or two weeks after the vaccine administration, if there is not a booster shot for the vaccine;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or

difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?
ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?
iii. Have you been tested for COVID-19 and are waiting to receive test results?
v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will

continue to accrue and be owed;

j. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

j. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

k. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

l. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. Avoid contact with people who are sick;
b. Practice "social distancing", by maintain six (6) feet between yourself and others;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
d. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
g. Avoid handshaking;
h. Avoid touching your face, nose, and eyes;
i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
j. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;

j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 29 **day of** March**, 2021 at the hour of** 4 **o'clock** P **.M. (MDT).**

_____

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Mar 29, 2021 16:33 MDT)
_____

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT I

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-31

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 24, 2021 BY FORTY-SEVEN (47) DAYS, EXPIRING AT NOON ON JULY 12, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency seven times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, January 20, 2021, March 29, 2021, and May 24, 2021 (COVID-19 Proclamations II through VIII); and

WHEREAS, in Santa Fe County, at least 72.2% of eligible residents ages 16 or older have had at least one dose of a COVID-19 vaccine and at least 60.6% are fully vaccinated; and

WHEREAS, COVID-19 infections continue to spread, and the current 7-day rolling average of cases in Santa Fe County is 18, up from 10 when the last emergency proclamation was extended; and

WHERES, several of the more infectious variants, including one from the United Kingdom and on from California, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H, and COVID-19 Proclamation IX is attached

as Exhibit I; and

WHEREAS, if not extended, Proclamation IX would expire on May 27, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation IX for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on July 12th, 2021 and an extension by the Governing Body on July 14, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IX is hereby extended by forty-seven (47) days, expiring at noon on July 12, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 26th day of May, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-31 State of Emergency Extension IX

EXHIBIT I

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY IX- COVID-19
May 24, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); and March 29, 2021 (Proclamation VIII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 43 of them, beginning on March 13, 2020 ,with the most recent issued on May 14, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,379 cases in Santa Fe County as of May 21, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 146 Santa Fe County residents have died from COVID-19 infections as of May 21, 2021;

WHEREAS, Santa Fe County, and all other Counties but one, are classified as "Turquoise" under the State's updated public health order that classifies counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, vaccination rates, and the continuity of those rates, demonstrating decreased positivity rates and infection rates, and increased vaccination rates, allowing fewer restrictions on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs may operate with 33% indoor capacity, and recreation centers and large event centers may operate at 50% capacity;

WHEREAS, the State Public Health Order issued on April 28th, 2021, provides that counties classified as Turquoise will be Turquoise for at least two, two-week periods in a row, making Turquoise a "sticky" classification;

WHEREAS, Santa Fe's infection rate of 2.88% and vaccination rate of 60.6% are well within the ranges required for the State's Turquoise classification, 7.5% and 45% (to be increased by 5% every other week), respectively;

WHEREAS, Santa Fe's positivity rate of 8.8/100,000, however, is relatively close to the State's Turquoise criteria of 10/100, 0000;

WHEREAS, numerous counties risk reclassification into a more restrictive category on June 2, 2021, based on their rates being outside the State's required Turquoise levels on May 17, 2021;;

WHEREAS, since early April, most schools and children's programs have returned to in-person classes and programming;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 1,881,000 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New

Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second dose, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, the vaccines are now readily available to persons ages 12 or older, but demand has decreased significantly over the last few weeks due to vaccine hesitancy;

WHEREAS, the Centers for Disease Control (CDC) recently updated its facial covering guidance for outdoor activities for all persons and for indoor activities for vaccinated persons, no longer recommending that facial coverings be used in most outdoor settings and no longer recommending that vaccinated persons wear facial coverings in most indoor settings, recognizing the efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, Proclamation VIII expired at noon today, May 24, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to

persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions; City facilities shall accommodate public use up to the State's permitted occupancies to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs);

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to remain in the Turquoise levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following applicable CSPs and requirements and wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to

not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. City employees who are not vaccinated are encouraged, but not required, to get tested on a regular basis;

d. When inside the publically accessible areas of City facilities, and when engaging in direct, in-person services to members of the public outdoors, employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, while charges will continue to accrue and be owed;

l. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

m. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age,

> i. persons in Santa Fe must wear a facial covering in health care settings, including but not limited to hospitals, long-term care

facilities, and doctors' offices; public transit; homeless shelters, and as required by federal and state, laws, rules, and regulations;

ii. local businesses and employers may require facial coverings for clients, employees, and customers; and

iii. unvaccinated persons must wear facial coverings in indoor public settings and when attending outdoor ticketed public events, such as concerts and sporting events.

These requirements apply except when persons are eating or drinking. As used here, "public setting" means places that are open to the public;

n. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

o. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
b. Seek relief funds for overdue rent and utilities payments. Available sources include the following:

i. For rent and/or mortgage assistance, from the following sources:
    1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
    2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org

ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

c. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
d. Avoid contact with people who are sick;
e. Practice "social distancing", by maintain six (6) feet between yourself and others;
f. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
g. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
h. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
i. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
j. Avoid handshaking;
k. Avoid touching your face, nose, and eyes;
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell

phones, and other electronic devices); and

m. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;
j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors who have symptoms or know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 24 day of May, 2021 at the hour of 5 o'clock P.M. (MDT).

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ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT J

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-40

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 12, 2021 BY TWENTY-SIX (26) DAYS, EXPIRING AT NOON ON AUGUST 9, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency eight times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; and July 12, 2021 (COVID-19 Proclamations II through X); and

WHEREAS, in Santa Fe County, at least 81.2% of eligible residents ages 16 or older have had at least one does of a COVID-19 vaccine and at least 72.4% are fully vaccinated; and

WHEREAS, several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; and COVID-19 Proclamation X is attached as Exhibit J; and

WHEREAS, if not extended, Proclamation X would expire on July 15, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation X for an additional twenty-six (26) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on August 9, 2021 and an extension by the Governing Body on August 11, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation X is hereby extended by twenty-six (26) days, expiring at noon on August 9, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 14th day of July, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Jul 20, 2021 10:20 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-40 State of Emergency Extension X

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY X- COVID-19

July 11, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); and May 24, 2021 (Proclamation IX);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and former Secretary Tracie C. Collins, issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on June 30, 12021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,642 cases in Santa Fe County as of June 6, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 151 Santa Fe County residents have died from COVID-19 infections as of June 6, 2021;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico;

WHEREAS, Centers for Disease Control (CDC) no longer recommends facial coverings for outdoor activities and it no longer recommends facial coverings for

vaccinated persons in indoor settings, recognizing the high efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, while New Mexico leads the nation in percent decreases in COVID in the last 14 days, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the more contagious Delta variant;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, Proclamation IX expired at noon today, July 12, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs) and as not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to decrease and as long as City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons who are following applicable CSPs and requirements and wearing a facial covering may enter City facilities

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees who are not vaccinated shall be encouraged, but not required, to get tested on a regular basis.

d. When inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

k. Unless a healthcare provider instructs otherwise,

> i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and
>
> ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-

compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;
d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;

ii. Avoid handshaking; and
iii. Avoid all non-essential travel, including plane trips and cruise ships.

g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors who have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
m. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 12 **day of** July**, 2021 at the hour of** 3 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 12, 2021 15:43 MDT)

KRISTINE MIHELCIC, CITY CLERK

(S E A L)

Exhibit K

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY XI- COVID-19
August 9, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); and July 11, 2021;

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on July 30, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,939cases in Santa Fe County as of August 4, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 153 Santa Fe County residents have died from COVID-19 infections as of August 4, 2021;

WHEREAS, while the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population, **and** recent studies show that the variant known as the "Delta Variant" is also significantly more likely to spread within the vaccinated population than previously known variants;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico, but rates of vaccination have decreased significantly over the course of the

last few months;

WHEREAS, Centers for Disease Control (CDC) recommends that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside again, due to the new study regarding the higher contagion of, and transmission by, vaccinated persons by the Delta Variant;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, Santa Fe County residents have a 74% vaccination rate among adults;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the Delta Variant;

WHEREAS, the CDC currently classifies Santa Fe County as having a "Substantial" transmission rate, based on cases per 100,000 persons and test positivity rates;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds have been difficult for some residents to access who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires adherence to COVID-Safe Practices (CSPs), which require employers to follow the CDC's recommendations

regarding wearing facial coverings;

WHEREAS, after a period with few or no employees with positive COVID tests, there have recently been 5 employees with positive COVID-19 tests;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation X expired at noon today, August 9, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the

applicable COVID-Safe Practices (CSPs) when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and begin increasing in-person services again when local infection rates decrease again;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as

confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. When the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test

results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the

extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico,

Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible,

preferably vaccination before arrival and testing for unvaccinated participants;

e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 9 day of August, 2021 at the hour of 3 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 9, 2021 15:52 MDT)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-47

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON AUGUST 9, 2021, BY FORTY-SEVEN DAYS, EXPIRING AT NOON ON SEPTEMBER 27, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021, and August 9, 2021 (COVID-19 Proclamations II through XI); and

WHEREAS, in Santa Fe County, at least 83.6% of eligible residents ages 18 or older have had at least one does of a COVID-19 vaccine and at least 74.9% are fully vaccinated; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations are increasing again as several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, New Mexico has seen a rapid rise in positive cases as a result of the highly infectious nature of the Delta variant, with most cases and hospitalizations occurring among the unvaccinated; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution

No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, and COVID-19 Proclamation XI is attached as Exhibit K; and

WHEREAS, if not extended, Proclamation XI would expire on August 12, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XI for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on September 27th, 2021, and an extension by the Governing Body on September 29th, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XI is hereby extended by forty-seven (47) days, expiring at noon on September 27, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 11th day of August, 2021.

ALAN WEBBER, MAYOR

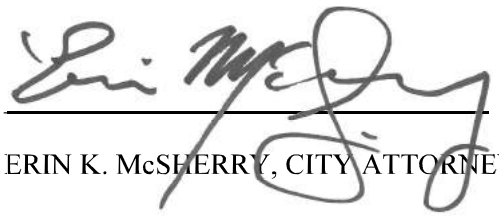
ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Aug 16, 2021 18:33 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-47 State of Emergency Extension XI

EXHIBIT L

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY XII- COVID-19
September 27, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health

Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, then the Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); July 11, 2021 (Proclamation X); and August 9, 2021 (Proclamation XI);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., have issued

a series of Public Health Orders and Amendments, approximately 50 of them, beginning on March 13, 2020, with the most recent issued on September 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 12,201 cases in Santa Fe County as of September , 2021;

WHEREAS, since my last proclamation, the Delta variant of the COVID-19 virus, has become the primary variant being transmitted in New Mexico;

WHEREAS, 165 Santa Fe County residents have died from COVID-19 infections as of September 24, 2021;

WHEREAS, the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population, **and** recent studies show that the variant known as the "Delta Variant" is also significantly more likely to spread within the vaccinated population than previously known variants;

WHEREAS, more than 2,536,234 doses of the three COVID-19 vaccines the Food and Drug Administration has either authorized with full approval or for experimental use in the United States have been administered in New Mexico, but rates of initial vaccination have decreased significantly over the course of the last few months;

WHEREAS, Centers for Disease Control (CDC) continues to recommend that, in counties with "High" or "Substantial"

contagion risk, vaccinated persons wear facial coverings inside, due to the new study regarding the higher contagion of, and transmission by, vaccinated persons by the Delta Variant;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, Over eighty percent (80.4%) of eligible Santa Fe residents have completed a vaccination series and over ninety percent (90.5%) have had at least one shot;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases;

WHEREAS, despite its high vaccination rate, Santa Fe County still has a "High" transmission rate, based on cases per 100,000 persons and test positivity rates;

WHEREAS, the duration of effectiveness of vaccines may be decreasing for at least some populations and a booster has recently been approved for high-risk populations;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds continue to be difficult to access for some residents who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires facial coverings in all indoor public settings and adherence to pertinent COVID-Safe Practices;

WHEREAS, shortly before my last proclamation there were 5 employees with positive COVID-19 tests, but since that time there have been many more;

WHEREAS, as a result of my last order's requirement that employees either disclose a fully vaccinated status or turn in COVID-19 test results on a weekly basis, the City's documented vaccination status increased from approximately fifty percent (50%) to more than seventy-five percent (75%);

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation XI expired at noon today, September 27, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the applicable COVID-Safe Practices (CSPs)

and when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and increasing in-person services when and as local infection rates decrease again;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order;

iv. work with the Human Resources Department in enforcing the policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate; and

v. updating the conditions of employment for vacant positions to include maintaining full vaccination status for COVID-19;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include admitting the member of the public into the City facility and putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. While the State's facial covering order is in place and when the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when the State's order ceases and they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present and areas the public may enter with or without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with

anyone that you know had COVID-19 or COVID-like symptoms? “Close contact” includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory’s email;

j. Until the New Mexico Supreme Court lifts its injunction and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages landlords and tenants to seek relief funds and landlords and

tenants to discuss of payment plans;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers;

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of

Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Even when not otherwise required, wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination statuses are unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent

Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. For utilities payments that are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and

l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without

compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27 **day of** September**, 2021 at the hour of** 3 **o'clock** P **.M. (MDT).**



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:



KRISTINE MIHELCIC, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-51

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON SEPTEMBER 27, 2021, BY FORTY DAYS, EXPIRING AT NOON ON NOVEMBER 8, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; and September 27, 2021 (COVID-19 Proclamations II through XII); and

WHEREAS, in Santa Fe County, at least 90.5% of eligible residents ages 18 or older have had at least one dose of a COVID-19 vaccine and at least 80.4% are fully vaccinated, nearly 20 percentage points more than New Mexico as a whole; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations remain high as the highly infections Delta variant accounts for nearly all of the positive cases throughout the State, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, as a result of Proclamation XI and its associated Emergency Orders, the City of Santa Fe reached a 75% vaccination rate among employees – an increase from 50% five weeks prior – and five percentage points higher than the State as a whole; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44

are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; and COVID-19 Proclamation XII is attached as Exhibit L; and

WHEREAS, if not extended, Proclamation XII would expire on September 30, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XII for an additional forty (40) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on November 8, 2021, and an extension by the Governing Body on November 10, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XII is hereby extended by forty (40) days, expiring at noon on November 8, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of September, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-51 State of Emergency Extension XII

EXHIBIT M

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY XIII - COVID-19

November 8, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, then the Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically, and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July

27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); July 11, 2021 (Proclamation X); August 9, 2021 (Proclamation XI); and September 27, 2021 (Proclamation XII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., have issued a series of Public Health Orders and Amendments, approximately 52 of them, beginning on March 13, 2020, with the most recent issued on October 25, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, according to NMDOH data, there are a growing number of COVID-19 cases in New Mexico, including 13,467 cases in Santa Fe County as of November 5, 2021;

WHEREAS, according to the CDC, https://covid.cdc.gov/covid-data-tracker/#variant-proportions, the Delta variant of the COVID-19 virus continues to be the primary variant nationwide and in New Mexico;

WHEREAS, according to NMDOH data, there have been 172 COVID-19 deaths as of November 5, 2021;

WHEREAS, according to the Center for Disease Control ("CDC") director Rochelle Walensky, the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population with the unvaccinated 11 times more likely to die from COVID-19[1] ;

WHEREAS, more than 2,817,266 doses of the three COVID-19 vaccines the Food and Drug Administration has authorized with full approval in the United States have been administered in New Mexico, but rates of initial vaccination have decreased significantly over the course of the last few months;

WHEREAS, the CDC continues to recommend that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, According to NMDOH data, over eighty-two percent (82.5%) of eligible Santa Fe residents have completed a vaccination series and over ninety-three percent (93.3%) have had at least one shot;

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[1]Press Briefing by White House COVID-19 Response Team and Public Health Officials, https://www.whitehouse.gov/briefing-room/press-briefings/2021/09/10/press-briefing-by-white-house-covid-19-response-team-and-public-health-officials-55/

WHEREAS, the FDA has approved the administration of the Pfizer-BioNTech vaccine for those aged 12-17 and has approved the administration of the same vaccine for those aged 5-11;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases;

WHEREAS, despite its high vaccination rate, Santa Fe County still has a "High" transmission rate, based on the CDC's classifications and estimates of cases per 100,000 persons and test positivity rates, at 166.93 and 8.07% respectively as of November 5, 2021[2];

WHEREAS, according to a study published in Science, the duration of effectiveness of vaccines may be decreasing for at least some populations[3] and a booster has recently been approved for high-risk populations;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds continue to be difficult to access for some residents who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, according to the City's public safety officials, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires facial coverings in all indoor public settings and adherence to pertinent COVID-Safe Practices;

WHEREAS, since imposing Proclamation XI's requirement that employees either disclose a fully vaccinated status or turn in COVID-19 test results on a weekly basis, the City's documented vaccination status increased from approximately fifty percent (50%) to nearly eighty percent (79.8%);

WHEREAS, consistent with the requirements that the City began to enforce for its workforce in September, beginning January 4, 2022, the Occupational Safety and Health Administration recently announced that it will require businesses with 100 or more workers to ensure either that their workers are fully vaccinated or test negative for the coronavirus at least once a week;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at

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[2] https://covid.cdc.gov/covid-data-tracker/#county-view|New%20Mexico|Risk|community_transmission_level

[3] https://www.science.org/doi/10.1126/science.abm0620

meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation XII expired at noon today, November 8, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the applicable COVID-Safe Practices (CSPs) and when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and increasing in-person services when and as local infection rates decrease again;
ii. directing City employees, as applicable, to perform emergency functions;
iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order;
iv. work with the Human Resources Department in enforcing the policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate; and

v. updating the conditions of employment for vacant positions to include maintaining full vaccination status for COVID-19;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include admitting the member of the public into the City facility and putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. While the State's facial covering order is in place and when the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when the State's order ceases and they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present and areas the public may enter with or without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person; or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages landlords and tenants to seek relief funds and landlords and tenants to discuss of payment plans;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers;

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order, or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. **Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that** all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. **In addition, I advise residents and visitors to the City to take the following actions and/or precautions:**

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Even when not otherwise required, wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination statuses are unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;
d. For utilities payments that are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as

elevator buttons, door handles, and handrails;

j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order

the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 8th day of November, 2021 at the hour of 3 o'clock __.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(SEAL)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-63

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE DURATION OF THE MAYOR'S EMERGENCY PROCLAMATION ISSUED ON NOVEMBER 8, 2021, BY TWENTY-SIX DAYS, EXPIRING AT NOON ON DECEMBER 6, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; September 27, 2021, and November 8, 2021 (COVID-19 Proclamations II through XIII); and

WHEREAS, according to the New Mexico Department of Health ("NMDOH") data, in Santa Fe County, at least 93.3% of eligible residents ages 18 or older have had at least one dose of a COVID-19 vaccine and at least 82.5% are fully vaccinated, nearly 20 percentage points more than New Mexico as a whole[1]; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations remain high, averaging between 25-35 cases per day on a 7-day rolling average according to NMDOH, requiring ongoing diligence and City response to suppress the spread of the virus[2]; and

WHEREAS, according to NMDOH data, Santa Fe County has suffered 172 deaths attributed to COVID-19 or complications from COVID-19[3]; and

WHEREAS, as a result of Proclamation XI and its associated Emergency Orders, the City of Santa Fe reached a 79.8% vaccination rate among employees, an increase of nearly 5% since the last emergency proclamation was extended; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending

[1] https://cvvaccine.nmhealth.org/public-dashboard.html
[2] https://cvprovider.nmhealth.org/public-dashboard.html
[3] https://cvprovider.nmhealth.org/public-dashboard.html

it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; COVID-19 Proclamation XII and the Resolution extending it, Resolution No. 2021-51, is attached as Exhibit L; and COVID-19 Proclamation XIII is attached as Exhibit M; and

WHEREAS, if not extended, Proclamation XIII would expire on November 11, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XIII for an additional twenty-six (26) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on December 6, 2021, and an extension by the Governing Body on December 8, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XIII is hereby extended by twenty-six (26) days, expiring at noon on December 6, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 10th day of November, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-63 State of Emergency Extension XIII

EXHIBIT N

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY XIV - COVID-19
December 6, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, the public health emergency due to the Coronavirus Disease 2019 (referred to as "COVID-19") declared by the United States Department of Health and Human Services Secretary and New Mexico Department of Health continues and evolves, with more virulent variants;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe continues to threaten the health of residents and visitors and negatively impacts the social, emotional, and overall quality of life of the residents of Santa Fe;

WHEREAS, according to NMDOH data, there are a growing number of COVID-19 cases in New Mexico, including 15,186 cases and 186 deaths in Santa Fe County as of December 4, 2021;

WHEREAS, according to the CDC, https://covid.cdc.gov/covid-data-tracker/#variant-proportions, the Delta variant of the COVID-19 virus continues to be the primary variant nationwide and in New Mexico;

WHEREAS, according to a statement by the Center for Disease Control ("CDC") director Rochelle Walensky, the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population with the unvaccinated 11 times more likely to die from COVID-19[1] ;

[1]Press Briefing by White House COVID-19 Response Team and Public Health Officials, https://www.whitehouse.gov/briefing-room/press-briefings/2021/09/10/press-briefing-by-white-house-covid-19-response-team-and-public-health-officials-55/

WHEREAS, more than 3,115,339 doses of the three COVID-19 vaccines the Food and Drug Administration has authorized with full approval in the United States have been administered in New Mexico, but due to waning efficacy[2], boosters are now recommended after between two to six months after initial full vaccination, depending on the vaccine received;

WHEREAS, the CDC continues to recommend that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, According to NMDOH data, over eighty-two percent (84.3%) of eligible Santa Fe residents over the age of 18 have completed a vaccination series, and over ninety-three percent (97.1%) have had at least one shot;

WHEREAS, the FDA has approved the administration of the Pfizer-BioNTech vaccine for those aged 5-17;

WHEREAS, Santa Fe is a national and international tourist destination and visitors arrive from both neighboring states and countries around the world;

[2] https://www.science.org/doi/10.1126/science.abm0620

WHEREAS, despite its high vaccination rate, Santa Fe County has a "High" transmission rate, based on the CDC's classifications and estimates of cases per 100,000 persons and test positivity rates, at 300.62 and 17.54% respectively as of December 4, 2021[3];

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds continue to be difficult to access for some residents who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, according to the City's public safety officials, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes in Santa Fe;

WHEREAS, the Governor's emergency order requires facial coverings in all indoor public settings and adherence to pertinent COVID-Safe Practices;

WHEREAS, since imposing Proclamation XI's requirement that employees either disclose a fully vaccinated status or turn in COVID-19 test results on a weekly basis, the City's documented

[3] https://covid.cdc.gov/covid-data-tracker/#county-view|New%20Mexico|Risk|community_transmission_level

vaccination status increased from approximately fifty percent (50%) to over eighty percent (80%);

WHEREAS, consistent with the requirements that the City began to enforce for its workforce in September, beginning January 4, 2022, the Occupational Safety and Health Administration announced that it will require businesses with 100 or more workers to ensure either that their workers are fully vaccinated or test negative for the coronavirus at least once a week;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation XIII expired at noon today, December 5, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and

safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may continue to accommodate public use while maintaining the applicable COVID-Safe Practices (CSPs) and when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and increasing in-person services when and as local infection rates decrease;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order;

iv. work with the Human Resources Department in enforcing the policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate; and

v. maintaining the conditions of employment for vacant positions to include maintaining full vaccination status for COVID-19 for new employees; and

vi. proposing a temporary personnel rule to allocate a standard "COVID-19 Leave" balance for all employees during 2021 to use when an employee is unable to work due to COVID-19 related circumstances;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include admitting the member of the public into the City facility and putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. While the State's facial covering order is in place and when the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members

and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when the State's order ceases and they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present and areas the public may enter with or without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or

COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person; or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages landlords and tenants to seek relief funds and landlords and tenants to

discuss of payment plans;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

> i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and
>
> ii. local businesses and employers may require facial coverings for clients, employees, and customers;

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order, or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus and, once eligible, obtain a booster vaccination. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Even when not otherwise required, wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination statuses are unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-

0498, or housingassistance@housingnm.org

ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. For utilities payments that are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";

e. Avoid contact with people who are sick;

f. If you are unvaccinated,

i. practice "social distancing", by maintain six (6) feet between yourself and others;

ii. Avoid handshaking; and

iii. Avoid all non-essential travel, including plane trips and cruise ships.

g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section III of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;

h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 6 day of December, 2021 at the hour of 2 o'clock P .M. (MDT).



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:



KRISTINE MIHELCIC, CITY CLERK
(S E A L)

2021-76 (R) State of Emergency Extension XIV

Final Audit Report 2021-12-11

Created:	2021-12-10
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfLx0EhzqIO0Raj6Yz8kc19maxhtfUPoj

"2021-76 (R) State of Emergency Extension XIV" History

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Document e-signed by Erin Mcsherry (ekmcsherry@ci.santa-fe.nm.us)
Signature Date: 2021-12-11 - 11:08:48 PM GMT - Time Source: server- IP address: 206.181.83.18

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2021-12-11 - 11:08:48 PM GMT

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-63

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE DURATION OF THE MAYOR'S EMERGENCY PROCLAMATION ISSUED ON NOVEMBER 8, 2021, BY TWENTY-SIX DAYS, EXPIRING AT NOON ON DECEMBER 6, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; September 27, 2021, and November 8, 2021 (COVID-19 Proclamations II through XIII); and

WHEREAS, according to the New Mexico Department of Health ("NMDOH") data, in Santa Fe County, at least 93.3% of eligible residents ages 18 or older have had at least one dose of a COVID-19 vaccine and at least 82.5% are fully vaccinated, nearly 20 percentage points more than New Mexico as a whole[1]; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations remain high, averaging between 25-35 cases per day on a 7-day rolling average according to NMDOH, requiring ongoing diligence and City response to suppress the spread of the virus[2]; and

WHEREAS, according to NMDOH data, Santa Fe County has suffered 172 deaths attributed to COVID-19 or complications from COVID-19[3]; and

WHEREAS, as a result of Proclamation XI and its associated Emergency Orders, the City of Santa Fe reached a 79.8% vaccination rate among employees, an increase of nearly 5% since the last emergency proclamation was extended; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending

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it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; COVID-19 Proclamation XII and the Resolution extending it, Resolution No. 2021-51, is attached as Exhibit L; and COVID-19 Proclamation XIII is attached as Exhibit M; and

WHEREAS, if not extended, Proclamation XIII would expire on November 11, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XIII for an additional twenty-six (26) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on December 6, 2021, and an extension by the Governing Body on December 8, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XIII is hereby extended by twenty-six (26) days, expiring at noon on December 6, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 10th day of November, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-63 State of Emergency Extension XIII

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

EXHIBIT "A"

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. Local businesses should offer paid sick leave whenever feasible;

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 23, 2020 BY SIXTY DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, the Proclamation and extension to it, Resolution 2020-10, is attached as Exhibit A and Proclamation II is attached as Exhibit B;

WHEREAS, the Governing Body wishes to extend Proclamation II for an additional sixty (60) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on May 24, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than ten (10) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 23, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 25th day of March, 2020.

ALAN WEBBER, MAYOR

ATTEST:.

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-13 State of Emergency Extension

EXHIBIT B

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the

State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in

the City on March 13, 2020 (Proclamation I);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, which was the longest period of time permitted under the City's ordinances at that time;

WHEREAS, also on March 16, the Governing Body adopted new personnel rules to allow City employees to use sick leave and administrative leave for new purposes related to the emergency;

WHEREAS, on March 18, I supplemented my initial order to prohibit evictions due to inability to pay due to the COVID-19 virus; suspend parking fee enforcement; suspend fees for transit; delay the collection of lodgers tax, but not the reporting thereof; and suspend water shut-offs for failure to pay, but not the charges for water; and

WHEREAS, the emergency I proclaimed on March 13, 2020 continues, with sixty-five (65) documented cases of COVID-19 in New Mexico and ten (10) documented cases in Santa Fe County, with an anticipated significant increase in the coming days and weeks.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, again, that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to

persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as shopping at an essential retail location with more than five (5) customers, or entering an essential commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to

perform emergency functions;

c. All available resources of the City shall be used to address the emergency as reasonably necessary;]

d. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

e. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email;

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time. This order does not seek to change the obligation of the tenant to pay rent;

g. Lodgers Tax will not be due during the public health emergency, but still must be reported fully and on time;

h. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

i. The requirement to pay parking fees is suspended, while restrictions on

parking locations and access rules remain in place and outstanding parking citations must be paid;

j. The requirement to pay City transit fees is suspended;

k. Short-term rental permit renewal late fees may be submitted after April 15, 2020, during the Proclaimed emergency, but must be submitted before May 15, 2020; and

l. Until May 31, 2020, recipients of parking citations issued before this Proclamation II may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 23rd **day of** March **, 2020 at the hour of** 1:12 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT C

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 25, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-1-, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13, are attached as Exhibit B; and COVID-19 Proclamation III is attached as Exhibit C; and

WHEREAS, the Governing Body wishes to extend Proclamation III for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on July 26, 2020, pursuant to Section 20-1.3(C) with the following modifications:

PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.

ALAN WEBBER, MAYOR

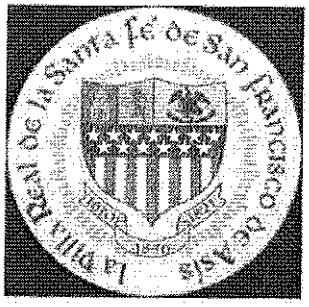
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-20 State of Emergency 60 Day Extension III



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including 129 cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I) and March 23, 2020 (Proclamation II);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, and on March 25, 2020, the Governing Body extended Proclamation II through May 24, 2020;

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; and May 15, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the pandemic and the City's and State's rapid and effective response to it, including the elimination of mass gatherings and implementing significant social distancing measures, have resulted in an unprecedented fiscal crisis for the City, its residents, and its businesses: a large number of residents have suffered reduced hours or job loss; the City's mom and pop stores and shops were closed to combat the spread of the virus, with great financial losses; the major businesses and markets that traditionally have catered to the tourists who flock to Santa Fe have had their revenues reduced to a trickle or their historic events have been cancelled entirely;

WHEREAS, at the time of this Proclamation, the City anticipates over a $100 million operating deficit due to reduced revenues, which is a significant proportion of the City's operating budget;

WHEREAS, as the rates of infection, hospitalization, and death from the COVID-19 pandemic begin to flatten and decrease in New Mexico, Governor Lujan Grisham and Secretary Kunkel have begun to "reopen" New Mexico, by lifting certain restrictions while requiring implementation of "COVID-19 Safe Practices"; and

WHEREAS, certain orders I previously issued remain necessary to protect life and

property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating as the State of New Mexico begins to reopen.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency and a financial emergency exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of

people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible

ii. directing City employees, as applicable, to perform emergency functions; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

i. identifying savings across the City's operations;

ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and

iii. identifying mechanisms and facilitating City collaboration with local

partners to safely reopen Santa Fe to allow activities that generate City revenues;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax will not be due during the public health emergency, but still

must be reported fully and on time;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

j. The collection of parking fees remains suspended through May 31 for on-street parking and remains suspended through June 30 for garage parking; restrictions on parking locations and access rules remain in place;

k. The collection of City transit fees is suspended;

l. Until May 31, 2020, recipients of parking citations issued before March 23, 2020 may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or exercising; as used here "public setting" means indoor spaces that are open to the public and outdoor spaces that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers'

markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued COVID-19 Safe Practices (CSPs), which are accessible online: www.cv.nmhealth.org/covid-safe-practices.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds,

especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain

supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and

m. Residents should make the "Santa Fe Promise": I promise to:

> Act as if I carry the coronavirus.
> Maintain social distancing of at least six feet.
> Wear a face covering, wash my hands, use sanitizer.
> Buy from local businesses that also make this promise.
> Practice patience, compassion, empathy, connection, respect and love.
> We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour of 7:15 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT D

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-30

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 27, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution 2020-20 , are attached as Exhibit C; and COVID-19 Proclamation IV is attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation IV for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IV is hereby extended by sixty (60) days, expiring at noon on September 27, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of July 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-30 State of Emergency Extension IV

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY IV- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

EXHIBIT "D"

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II) and in a third proclamation on May 26, 2020 (Proclamation III);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 497 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation III expires on July 26, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of five (5) or more persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall resume on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

k. The collection of City transit fees shall be reinstated, implementing COVID-19 Safe Practices (CSPs);

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or swimming; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: www.cv.nmhealth.org/covid-safe-practices; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe

Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27th **day of** July, **2020 at the hour of** 3:04 **o'clock** P **M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT E

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-39

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON SEPTEMBER 28, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, on July 29th, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, Proclamation IV expired on September 27 and the Mayor again proclaimed an emergency on September 28, 2020 (Proclamation V), due to the ongoing pandemic;

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation V, attached as Exhibit E, for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation V is hereby extended by sixty (60) days, expiring at noon

on November 30, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 30th day of September, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-39 State of Emergency Extension V

EXHIBIT E

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY V- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), and in a fourth proclamation on July 27, 2020 (Proclamation IV);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020,

imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 970 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation IV expired on September 27, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than ten (10) persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than ten (10) customers or entering a commercial establishment that happens to have more than ten (10) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater, unless they have obtained a negative COVID-19 test within three (3) days before or after arrival in the state;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section

II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 28th day of September, 2020 at the hour of 11:30 o'clock A .M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT F

[redacted]

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-44

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON NOVEMBER 30, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency (COVID-19 Proclamation IV);

WHEREAS, on July 29, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, on September 28, 2020, Mayor Webber proclaimed a state of emergency for a fifth time, due to the continuing public health emergency (COVID-19 Proclamation V);

WHEREAS, on September 30, 2020 the Governing Body extended COVID-19 Proclamation V for sixty days;

WHEREAS on November 30, Mayor Webber proclaimed a state of emergency for a sixth time, due to the continuing public health emergency (COVID-19 Proclamation VI); and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; and COVID-19 Proclamation VI is attached as Exhibit F; and

WHEREAS, if not extended, Proclamation VI would expire on December 3, 2020. The Governing Body wishes to extend Proclamation VI for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VI is hereby extended by sixty (60) days, expiring at noon on January 30, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of December, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-44 State of Emergency Extension VI

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VI- COVID-19

November 30, 2020

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency in a second proclamation on March 23, 2020 (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), in a fourth proclamation on July 27, 2020 (Proclamation IV), and in a fifth proclamation on September 28, 2020 (Proclamation V);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020;

June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; and Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; and November 18, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 5,053 cases in Santa Fe County as of yesterday, November 29, 2020, nearly five times the number of cases recorded on the date I issued Proclamation V (1,014);

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation V expired on November 29, 2020;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events. When the State's limitations on mass gatherings permit greater numbers of persons to gather, or restrict gatherings to fewer persons, this order shall allow or restrict, as applicable, the same number to gather. As used herein,

"public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. “Assemble or gather” refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location’s regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following practices:

i. The City shall only provide in-person services to persons following COVID-Safe practices and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, and provides City employees evidence of that medical limitation, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting the employee at risk; and

iii. City employees shall participate in regular COVID-19 testing if the

City enters an agreement with the New Mexico Department of Health and New Mexico Environment Department for an exemption to Public Health Order Rapid Response COVID-19 closure protocols or if the City otherwise provides regular/surveillance testing for employees.

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to

the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place to the extent the orders are more restrictive than the currently effective Public Health Order:

A. The City shall not enforce its Single-Use Carryout Bags Ordinance, Section 21-8. In particular, the City shall not:

1. Penalize the use of single-use plastic bags;
2. Require the collection of $0.10/bag environmental service fee; or
3. Collect environmental service fees.

B. Grocery stores and supermarkets shall:

1. Not permit customers to bring their own reusable/"from home" bags;
2. Provide, without charging the City's environmental service fee, recyclable paper bags, compostable plastic bags, or single use plastic bags;
3. Provide access to handwashing facilities and break time for employees to wash their hands;
4. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
5. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
6. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;

7. Provide, as available, alcohol-based sanitizers in the store for customer use;

8. Implement procedures to sanitize frequent touch-points in the store throughout the day;

9. Discontinue all self-service salad bars, self-service food stations, including bulk food stations, and product tasting or sampling stands;

10. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

11. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

12. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

13. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. The November 20, 2020 orders I issued closing sports courts, including basketball courts, handball courts, and any other courts; playground equipment; athletic fields; and other shared infrastructure in City parks, remain in effect as follows:

1. All sports courts, including basketball courts, handball courts, and any other courts in the City's parks are closed to the public and may not be used;

2. All playground equipment in City parks is closed to the public and may not be used;

3. All athletic fields in City parks are closed; and

4. All other infrastructure in City parks, including skate parks, is

closed to the public and may not be used.

l. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

m. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

n. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and

vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
   I promise to:
   Act as if I carry the coronavirus.
   Maintain social distancing of at least six feet.
   Wear a face covering, wash my hands, use sanitizer.
   Buy from local businesses that also make this promise.
   Practice patience, compassion, empathy, connection, respect and love.
   We will keep Santa Fe safe. We will keep Santa Fe open. Together.
n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30th day of November, 2020 at the hour of 10:39 **o'clock** A **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT G

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-9

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JANUARY 30, 2021 BY FIFTY-SIX (56) DAYS, EXPIRING AT NOON ON MARCH 29, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; and November 30, 2021 (COVID-19 Proclamations II through VI); and

WHEREAS, on December 1, 2020 the Governing Boy extended COVID-19 Proclamation VI for sixty days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI is attached as Exhibit F; and COVID-19 Proclamation VII is attached as Exhibit G; and

WHEREAS, if not extended, Proclamation VII would expire on February 2, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VI for an additional fifty-six (56) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on March 31, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VII is hereby extended by fifty-six (56) days, expiring at noon on March 29, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of February, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Feb 3, 2021 11:31 MST)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-9 State of Emergency Extension VII

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VII- COVID-19

January 30, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); and November 30, 2020 (Proclamation VI);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders and Amendments on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders and Amendments on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; November 18, 2020; November 30, 2020; December 2, 2020; and December 9, 2020; and Secretary-Designate Tracie C. Collins issued additional Public Health Orders and Amendments on December 15, 2020; December 23, 2020; December 30, 2020; and January 8, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,064 cases in Santa Fe County as of yesterday, November 29, 2020, nearing twice the number of cases recorded on the date I issued

Proclamation VI (5,053);

WHEREAS, since my last proclamation, several new variants of the COVID-19 virus have been identified that have a higher infection rate, which results in the virus causing more illness and deaths per capita;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 114 Santa Fe County residents have died from COVID-19 infections as of January 29, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow" or "Green", depending upon their COVID-19 positivity rates and infection rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, despite recent improvements in infection and positivity rates, Santa Fe County remains classified as "Red";

WHEREAS, since my last proclamation, the first COVID-19 vaccines were authorized for experimental use in the United States and approximately 250,000 doses have been administered in New Mexico;

WHEREAS, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for both of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue for several months;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases,

while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VI expired at noon today, January 30, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections

20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events while Santa Fe County is classified as "Red" under the State's public health order. When Santa Fe County's NMDOH "Red to Green" status changes to Yellow or Green, this order shall allow or restrict, as applicable, the number of persons and vehicles permitted under the State's limitations for that level of risk to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by five or more individuals or by families in a location's regular course of business. That is, this prohibition does not restrict a person from shopping at a retail location where there are already more than five (5) customers or from entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to shelters, hospitals, or other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Should the City's temporary administrative and sick leave authorized pursuant to Resolution No. 2020-11 and the City Manager's existing administrative leave authority not be sufficient to implement the New Mexico Department of Health's recommended quarantining time periods for close contacts, positive cases, and/or to allow the care of family members who are at home due to the limitations imposed under the declared emergency, the City Manager shall provide administrative leave up to the permitted hours and pursuant to the other limitations that were permitted under the federal leave benefits that expired on December 31, 2020 under the Families First Coronavirus Response Act (FFCRA), including Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFMLA); and

iv. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during the work day, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a

COVID-19 vaccine and the associated booster shot shall be exempt from testing requirements two weeks after receipt of their booster shot;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening

to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets remain in place, except that, beginning on February 7, 2021, the City shall again enforce its Single-Use Carryout Bags Ordinance, Section 21-8, in relation to in-store purchases from grocery stores and super markets.

i. Beginning immediately, stores must permit customers to use reusable bags, but may require customers to pack the bags the customers are reusing.

ii. To the extent that the following orders are more restrictive than the current effective Public Health Order, grocery stores and supermarkets shall:

1. Provide access to handwashing facilities and break time for employees to wash their hands;
2. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
3. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
4. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;
5. Provide, as available, alcohol-based sanitizers in the store for customer use;
6. Implement procedures to sanitize frequent touch-points in the store throughout the day;
7. Discontinue all self-service salad bars, self-service food

stations, including bulk food stations, and product tasting or sampling stands;

8. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

9. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

10. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

11. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

l. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth sports and programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; and medical providers and other industries shall comply with

the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine

cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at

https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise;
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
p. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
q. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30 day of January, 2021 at the hour of_____ o'clock __.M. (MDT).

_

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Jan 30, 2021 12:05 MST)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT H

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-19

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 29, 2021 BY FIFTY-FOUR (54) DAYS, EXPIRING AT NOON ON MAY 24, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, and January 20, 2021 (COVID-19 Proclamations II through VII); and

WHEREAS, on February 1st, 2021 the Governing Boy extended COVID-19 Proclamation VII for fifty-six days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; and COVID-19 Proclamation VIII is attached as Exhibit H;

and

WHEREAS, if not extended, Proclamation VIII would expire on April 1, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VIII for an additional fifty-four (54) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on May 26, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VIII is hereby extended by fifty-four (54) days, expiring at noon on May 24, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 31st day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

Kristine Mihelcic (Apr 2, 2021 12:21 MDT)

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-19 State of Emergency Extension VIII

EXHIBIT H

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VIII- COVID-19
March 29, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); and January 30, 2021 (Proclamation VII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 38 of them, beginning on March 13, 2020; , with the most recent issued on March 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,834 cases in Santa Fe County as of March 28, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 142 Santa Fe County residents have died from COVID-19 infections as of March 28, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, and the continuity of those rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, if a county remains within the positivity rates and infection rates of the Green level for the two weeks after being classified as Green, it becomes classified "Turquoise", lifting COVID-19 restrictions significantly;

WHEREAS, Santa Fe County recently became classified as "Green", then "Turquoise";

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs in the County may operate with 33% indoor capacity, and recreation centers and large event centers in the County may operate at 50% capacity;

WHEREAS, if Santa Fe's positivity or infection rates fall below the Green level, the County will fall two levels, to the "Yellow" category, with significantly restricted gatherings and business operations;

WHEREAS, while reopening steps are positive for the County's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, three COVID-19 vaccines have now been authorized for experimental use in the United States and more than 1 million doses have been administered in New Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for all three of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue through at least April and May;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases, while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VII expired at noon today, March 29, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and

certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions, except that, inside City-owned buildings, gatherings for events shall be limited to 150 while Santa Fe County is classified as "Turquoise", shall decrease to 10 if the County's classification becomes Yellow, and return to 20 if the County's classification subsequently returns to Green. The City's Convention Center may increase its occupancy to the State's event center occupancy levels beginning May 6, if the County's classification remains Turquoise or the equivalent;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities gradually and in a safety-conscious manner, and as City employees have the opportunity to get vaccinated, as long as local infection rates continue to remain in the Green levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during their scheduled work days, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a COVID-19 vaccine and the associated booster shot, if applicable, shall be exempt from testing requirements beginning the month when two weeks have lapsed after receipt of their booster shot or two weeks after the vaccine administration, if there is not a booster shot for the vaccine;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or

difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?
ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?
iii. Have you been tested for COVID-19 and are waiting to receive test results?
v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will

continue to accrue and be owed;

j. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

j. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

k. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

l. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. Avoid contact with people who are sick;
b. Practice "social distancing", by maintain six (6) feet between yourself and others;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
d. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
g. Avoid handshaking;
h. Avoid touching your face, nose, and eyes;
i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
j. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;

j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 29 **day of** March**, 2021 at the hour of** 4 **o'clock** P **.M. (MDT).**

_____

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Mar 29, 2021 16:33 MDT)

_____

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT I

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-31

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 24, 2021 BY FORTY-SEVEN (47) DAYS, EXPIRING AT NOON ON JULY 12, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency seven times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, January 20, 2021, March 29, 2021, and May 24, 2021 (COVID-19 Proclamations II through VIII); and

WHEREAS, in Santa Fe County, at least 72.2% of eligible residents ages 16 or older have had at least one dose of a COVID-19 vaccine and at least 60.6% are fully vaccinated; and

WHEREAS, COVID-19 infections continue to spread, and the current 7-day rolling average of cases in Santa Fe County is 18, up from 10 when the last emergency proclamation was extended; and

WHERES, several of the more infectious variants, including one from the United Kingdom and on from California, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H, and COVID-19 Proclamation IX is attached

as Exhibit I; and

WHEREAS, if not extended, Proclamation IX would expire on May 27, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation IX for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on July 12th, 2021 and an extension by the Governing Body on July 14, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IX is hereby extended by forty-seven (47) days, expiring at noon on July 12, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 26th day of May, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-31 State of Emergency Extension IX

EXHIBIT I

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY IX- COVID-19
May 24, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); and March 29, 2021 (Proclamation VIII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 43 of them, beginning on March 13, 2020 ,with the most recent issued on May 14, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,379 cases in Santa Fe County as of May 21, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 146 Santa Fe County residents have died from COVID-19 infections as of May 21, 2021;

WHEREAS, Santa Fe County, and all other Counties but one, are classified as "Turquoise" under the State's updated public health order that classifies counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, vaccination rates, and the continuity of those rates, demonstrating decreased positivity rates and infection rates, and increased vaccination rates, allowing fewer restrictions on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs may operate with 33% indoor capacity, and recreation centers and large event centers may operate at 50% capacity;

WHEREAS, the State Public Health Order issued on April 28th, 2021, provides that counties classified as Turquoise will be Turquoise for at least two, two-week periods in a row, making Turquoise a "sticky" classification;

WHEREAS, Santa Fe's infection rate of 2.88% and vaccination rate of 60.6% are well within the ranges required for the State's Turquoise classification, 7.5% and 45% (to be increased by 5% every other week), respectively;

WHEREAS, Santa Fe's positivity rate of 8.8/100,000, however, is relatively close to the State's Turquoise criteria of 10/100, 0000;

WHEREAS, numerous counties risk reclassification into a more restrictive category on June 2, 2021, based on their rates being outside the State's required Turquoise levels on May 17, 2021;;

WHEREAS, since early April, most schools and children's programs have returned to in-person classes and programming;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 1,881,000 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New

Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second dose, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, the vaccines are now readily available to persons ages 12 or older, but demand has decreased significantly over the last few weeks due to vaccine hesitancy;

WHEREAS, the Centers for Disease Control (CDC) recently updated its facial covering guidance for outdoor activities for all persons and for indoor activities for vaccinated persons, no longer recommending that facial coverings be used in most outdoor settings and no longer recommending that vaccinated persons wear facial coverings in most indoor settings, recognizing the efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, Proclamation VIII expired at noon today, May 24, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to

persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions; City facilities shall accommodate public use up to the State's permitted occupancies to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs);

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to remain in the Turquoise levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following applicable CSPs and requirements and wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to

not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. City employees who are not vaccinated are encouraged, but not required, to get tested on a regular basis;

d. When inside the publically accessible areas of City facilities, and when engaging in direct, in-person services to members of the public outdoors, employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, while charges will continue to accrue and be owed;

l. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

m. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age,

> i. persons in Santa Fe must wear a facial covering in health care settings, including but not limited to hospitals, long-term care

facilities, and doctors' offices; public transit; homeless shelters, and as required by federal and state, laws, rules, and regulations;

ii. local businesses and employers may require facial coverings for clients, employees, and customers; and

iii. unvaccinated persons must wear facial coverings in indoor public settings and when attending outdoor ticketed public events, such as concerts and sporting events.

These requirements apply except when persons are eating or drinking. As used here, "public setting" means places that are open to the public;

n. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

o. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
b. Seek relief funds for overdue rent and utilities payments. Available sources include the following:

i. For rent and/or mortgage assistance, from the following sources:
    1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
    2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org

ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

c. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
d. Avoid contact with people who are sick;
e. Practice "social distancing", by maintain six (6) feet between yourself and others;
f. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
g. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
h. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
i. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
j. Avoid handshaking;
k. Avoid touching your face, nose, and eyes;
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell

phones, and other electronic devices); and

m. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;
j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors who have symptoms or know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 24 day of May, 2021 at the hour of 5 o'clock P.M. (MDT).

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ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT J

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-40

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 12, 2021 BY TWENTY-SIX (26) DAYS, EXPIRING AT NOON ON AUGUST 9, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency eight times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; and July 12, 2021 (COVID-19 Proclamations II through X); and

WHEREAS, in Santa Fe County, at least 81.2% of eligible residents ages 16 or older have had at least one does of a COVID-19 vaccine and at least 72.4% are fully vaccinated; and

WHEREAS, several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; and COVID-19 Proclamation X is attached as Exhibit J; and

WHEREAS, if not extended, Proclamation X would expire on July 15, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation X for an additional twenty-six (26) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on August 9, 2021 and an extension by the Governing Body on August 11, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation X is hereby extended by twenty-six (26) days, expiring at noon on August 9, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 14th day of July, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 20, 2021 10:20 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-40 State of Emergency Extension X

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY X- COVID-19

July 11, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); and May 24, 2021 (Proclamation IX);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and former Secretary Tracie C. Collins, issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on June 30, 12021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,642 cases in Santa Fe County as of June 6, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 151 Santa Fe County residents have died from COVID-19 infections as of June 6, 2021;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico;

WHEREAS, Centers for Disease Control (CDC) no longer recommends facial coverings for outdoor activities and it no longer recommends facial coverings for

vaccinated persons in indoor settings, recognizing the high efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, while New Mexico leads the nation in percent decreases in COVID in the last 14 days, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the more contagious Delta variant;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, Proclamation IX expired at noon today, July 12, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs) and as not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to decrease and as long as City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons who are following applicable CSPs and requirements and wearing a facial covering may enter City facilities

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees who are not vaccinated shall be encouraged, but not required, to get tested on a regular basis.

d. When inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

k. Unless a healthcare provider instructs otherwise,

> i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and
>
> ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-

compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;
d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;

ii. Avoid handshaking; and
iii. Avoid all non-essential travel, including plane trips and cruise ships.

g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors who have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
m. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 12 **day of** July**, 2021 at the hour of** 3 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 12, 2021 15:43 MDT)

KRISTINE MIHELCIC, CITY CLERK

(S E A L)

Exhibit K

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY XI- COVID-19

August 9, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); and July 11, 2021;

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on July 30, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,939cases in Santa Fe County as of August 4, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 153 Santa Fe County residents have died from COVID-19 infections as of August 4, 2021;

WHEREAS, while the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population, **and** recent studies show that the variant known as the "Delta Variant" is also significantly more likely to spread within the vaccinated population than previously known variants;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico, but rates of vaccination have decreased significantly over the course of the

last few months;

WHEREAS, Centers for Disease Control (CDC) recommends that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside again, due to the new study regarding the higher contagion of, and transmission by, vaccinated persons by the Delta Variant;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, Santa Fe County residents have a 74% vaccination rate among adults;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the Delta Variant;

WHEREAS, the CDC currently classifies Santa Fe County as having a "Substantial" transmission rate, based on cases per 100,000 persons and test positivity rates;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds have been difficult for some residents to access who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires adherence to COVID-Safe Practices (CSPs), which require employers to follow the CDC's recommendations

regarding wearing facial coverings;

WHEREAS, after a period with few or no employees with positive COVID tests, there have recently been 5 employees with positive COVID-19 tests;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation X expired at noon today, August 9, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the

applicable COVID-Safe Practices (CSPs) when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and begin increasing in-person services again when local infection rates decrease again;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as

confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. When the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test

results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the

extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico,

Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible,

preferably vaccination before arrival and testing for unvaccinated participants;

e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 9 **day of** August**, 2021 at the hour of** 3 **o'clock** P**.M. (MDT).**

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ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 9, 2021 15:52 MDT)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-47

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON AUGUST 9, 2021, BY FORTY-SEVEN DAYS, EXPIRING AT NOON ON SEPTEMBER 27, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021, and August 9, 2021 (COVID-19 Proclamations II through XI); and

WHEREAS, in Santa Fe County, at least 83.6% of eligible residents ages 18 or older have had at least one does of a COVID-19 vaccine and at least 74.9% are fully vaccinated; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations are increasing again as several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, New Mexico has seen a rapid rise in positive cases as a result of the highly infectious nature of the Delta variant, with most cases and hospitalizations occurring among the unvaccinated; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution

No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, and COVID-19 Proclamation XI is attached as Exhibit K; and

WHEREAS, if not extended, Proclamation XI would expire on August 12, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XI for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on September 27th, 2021, and an extension by the Governing Body on September 29th, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XI is hereby extended by forty-seven (47) days, expiring at noon on September 27, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 11th day of August, 2021.

ALAN WEBBER, MAYOR

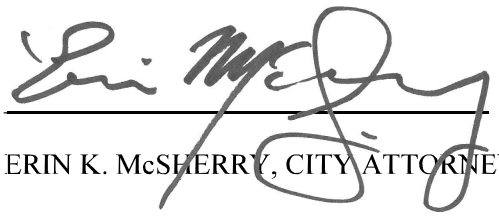
ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Aug 16, 2021 18:33 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-47 State of Emergency Extension XI

EXHIBIT L

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY XII- COVID-19
September 27, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health

Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, then the Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); July 11, 2021 (Proclamation X); and August 9, 2021 (Proclamation XI);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., have issued

a series of Public Health Orders and Amendments, approximately 50 of them, beginning on March 13, 2020, with the most recent issued on September 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 12,201 cases in Santa Fe County as of September , 2021;

WHEREAS, since my last proclamation, the Delta variant of the COVID-19 virus, has become the primary variant being transmitted in New Mexico;

WHEREAS, 165 Santa Fe County residents have died from COVID-19 infections as of September 24, 2021;

WHEREAS, the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population, **and** recent studies show that the variant known as the "Delta Variant" is also significantly more likely to spread within the vaccinated population than previously known variants;

WHEREAS, more than 2,536,234 doses of the three COVID-19 vaccines the Food and Drug Administration has either authorized with full approval or for experimental use in the United States have been administered in New Mexico, but rates of initial vaccination have decreased significantly over the course of the last few months;

WHEREAS, Centers for Disease Control (CDC) continues to recommend that, in counties with "High" or "Substantial"

contagion risk, vaccinated persons wear facial coverings inside, due to the new study regarding the higher contagion of, and transmission by, vaccinated persons by the Delta Variant;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, Over eighty percent (80.4%) of eligible Santa Fe residents have completed a vaccination series and over ninety percent (90.5%) have had at least one shot;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases;

WHEREAS, despite its high vaccination rate, Santa Fe County still has a "High" transmission rate, based on cases per 100,000 persons and test positivity rates;

WHEREAS, the duration of effectiveness of vaccines may be decreasing for at least some populations and a booster has recently been approved for high-risk populations;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds continue to be difficult to access for some residents who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires facial coverings in all indoor public settings and adherence to pertinent COVID-Safe Practices;

WHEREAS, shortly before my last proclamation there were 5 employees with positive COVID-19 tests, but since that time there have been many more;

WHEREAS, as a result of my last order's requirement that employees either disclose a fully vaccinated status or turn in COVID-19 test results on a weekly basis, the City's documented vaccination status increased from approximately fifty percent (50%) to more than seventy-five percent (75%);

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation XI expired at noon today, September 27, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the applicable COVID-Safe Practices (CSPs)

and when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and increasing in-person services when and as local infection rates decrease again;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order;

iv. work with the Human Resources Department in enforcing the policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate; and

v. updating the conditions of employment for vacant positions to include maintaining full vaccination status for COVID-19;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include admitting the member of the public into the City facility and putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. While the State's facial covering order is in place and when the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when the State's order ceases and they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present and areas the public may enter with or without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with

anyone that you know had COVID-19 or COVID-like symptoms? “Close contact” includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory’s email;

j. Until the New Mexico Supreme Court lifts its injunction and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages landlords and tenants to seek relief funds and landlords and

tenants to discuss of payment plans;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers;

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of

Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Even when not otherwise required, wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination statuses are unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent

Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. For utilities payments that are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and

l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without

compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27 **day of** September**, 2021 at the hour of** 3 **o'clock** P **.M. (MDT).**



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:



KRISTINE MIHELCIC, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-51

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON SEPTEMBER 27, 2021, BY FORTY DAYS, EXPIRING AT NOON ON NOVEMBER 8, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; and September 27, 2021 (COVID-19 Proclamations II through XII); and

WHEREAS, in Santa Fe County, at least 90.5% of eligible residents ages 18 or older have had at least one dose of a COVID-19 vaccine and at least 80.4% are fully vaccinated, nearly 20 percentage points more than New Mexico as a whole; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations remain high as the highly infections Delta variant accounts for nearly all of the positive cases throughout the State, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, as a result of Proclamation XI and its associated Emergency Orders, the City of Santa Fe reached a 75% vaccination rate among employees – an increase from 50% five weeks prior – and five percentage points higher than the State as a whole; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44

are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; and COVID-19 Proclamation XII is attached as Exhibit L; and

WHEREAS, if not extended, Proclamation XII would expire on September 30, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XII for an additional forty (40) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on November 8, 2021, and an extension by the Governing Body on November 10, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XII is hereby extended by forty (40) days, expiring at noon on November 8, 2021, pursuant to Section 20-1.3(C).

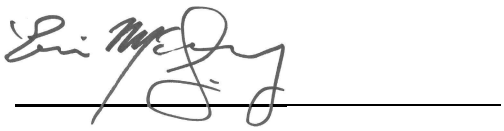
PASSED, APPROVED, and ADOPTED this 29th day of September, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-51 State of Emergency Extension XII

EXHIBIT M

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY XIII - COVID-19

November 8, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, then the Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically, and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July

27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); July 11, 2021 (Proclamation X); August 9, 2021 (Proclamation XI); and September 27, 2021 (Proclamation XII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., have issued a series of Public Health Orders and Amendments, approximately 52 of them, beginning on March 13, 2020, with the most recent issued on October 25, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, according to NMDOH data, there are a growing number of COVID-19 cases in New Mexico, including 13,467 cases in Santa Fe County as of November 5, 2021;

WHEREAS, according to the CDC, https://covid.cdc.gov/covid-data-tracker/#variant-proportions, the Delta variant of the COVID-19 virus continues to be the primary variant nationwide and in New Mexico;

WHEREAS, according to NMDOH data, there have been 172 COVID-19 deaths as of November 5, 2021;

WHEREAS, according to the Center for Disease Control ("CDC") director Rochelle Walensky, the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population with the unvaccinated 11 times more likely to die from COVID-19[1] ;

WHEREAS, more than 2,817,266 doses of the three COVID-19 vaccines the Food and Drug Administration has authorized with full approval in the United States have been administered in New Mexico, but rates of initial vaccination have decreased significantly over the course of the last few months;

WHEREAS, the CDC continues to recommend that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, According to NMDOH data, over eighty-two percent (82.5%) of eligible Santa Fe residents have completed a vaccination series and over ninety-three percent (93.3%) have had at least one shot;

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[1] Press Briefing by White House COVID-19 Response Team and Public Health Officials, https://www.whitehouse.gov/briefing-room/press-briefings/2021/09/10/press-briefing-by-white-house-covid-19-response-team-and-public-health-officials-55/

WHEREAS, the FDA has approved the administration of the Pfizer-BioNTech vaccine for those aged 12-17 and has approved the administration of the same vaccine for those aged 5-11;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases;

WHEREAS, despite its high vaccination rate, Santa Fe County still has a "High" transmission rate, based on the CDC's classifications and estimates of cases per 100,000 persons and test positivity rates, at 166.93 and 8.07% respectively as of November 5, 2021[2];

WHEREAS, according to a study published in Science, the duration of effectiveness of vaccines may be decreasing for at least some populations[3] and a booster has recently been approved for high-risk populations;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds continue to be difficult to access for some residents who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, according to the City's public safety officials, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires facial coverings in all indoor public settings and adherence to pertinent COVID-Safe Practices;

WHEREAS, since imposing Proclamation XI's requirement that employees either disclose a fully vaccinated status or turn in COVID-19 test results on a weekly basis, the City's documented vaccination status increased from approximately fifty percent (50%) to nearly eighty percent (79.8%);

WHEREAS, consistent with the requirements that the City began to enforce for its workforce in September, beginning January 4, 2022, the Occupational Safety and Health Administration recently announced that it will require businesses with 100 or more workers to ensure either that their workers are fully vaccinated or test negative for the coronavirus at least once a week;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at

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[2] https://covid.cdc.gov/covid-data-tracker/#county-view|New%20Mexico|Risk|community_transmission_level

[3] https://www.science.org/doi/10.1126/science.abm0620

meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation XII expired at noon today, November 8, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the applicable COVID-Safe Practices (CSPs) and when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and increasing in-person services when and as local infection rates decrease again;
ii. directing City employees, as applicable, to perform emergency functions;
iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order;
iv. work with the Human Resources Department in enforcing the policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate; and

v. updating the conditions of employment for vacant positions to include maintaining full vaccination status for COVID-19;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include admitting the member of the public into the City facility and putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. While the State's facial covering order is in place and when the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when the State's order ceases and they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present and areas the public may enter with or without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person; or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages landlords and tenants to seek relief funds and landlords and tenants to discuss of payment plans;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers;

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order, or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. **Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that** all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. **In addition, I advise residents and visitors to the City to take the following actions and/or precautions:**

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Even when not otherwise required, wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination statuses are unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;
d. For utilities payments that are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as

elevator buttons, door handles, and handrails;

j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order

the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 8th day of November, 2021 at the hour of 3 o'clock __.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(SEAL)

2021-63 (R) State of Emergency Extension XIII

Final Audit Report 2021-11-12

Created:	2021-11-11
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI0nfvpCIyPdqyKe-j6-ZYfKG-2Mk-P9b

"2021-63 (R) State of Emergency Extension XIII" History

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-76

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE DURATION OF THE MAYOR'S EMERGENCY PROCLAMATION ISSUED ON DECEMBER 6, 2021, BY FORTY-SEVEN DAYS, EXPIRING AT NOON ON JANUARY 24, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; September 27, 2021, November 8, 2021, and December 6, 2021 (COVID-19 Proclamations II through XIV); and

WHEREAS, according to the New Mexico Department of Health ("NMDOH") data, in Santa Fe County, at least 97.1% of eligible residents have had at least one dose of a COVID-19 vaccine and at least 84.3% are fully vaccinated, more than 20 percentage points more than New Mexico as a whole[1]; and

WHEREAS, despite the County's high vaccination rate, vaccinations efficacies after months of duration are waning and instances of positive cases and hospitalizations are increasing; and

WHEREAS, in particular, Santa Fe County is averaging between 51-72 cases per day on a 7-day rolling average, nearly double the average one month ago, requiring ongoing diligence and City response to suppress the spread of the virus[2]; and

WHEREAS, according to NMDOH data, Santa Fe County has suffered 184 deaths attributed to COVID-19 or complications from COVID-19[3]; and

WHEREAS, the emergence of the omicron variant, while not yet reported in New Mexico, presents an area of additional concern for the City and its residents; and

WHEREAS, as a result of Proclamations XI, XII, XIII, and their associated Emergency

[1] https://cvvaccine.nmhealth.org/public-dashboard.html
[2] https://covidactnow.org/us/new_mexico-nm/county/santa_fe_county/?s=26201524
[3] https://cvprovider.nmhealth.org/public-dashboard.html

Orders, the City of Santa Fe reached a 80.83% vaccination rate among employees; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; COVID-19 Proclamation XII and the Resolution extending it, Resolution No. 2021-51, is attached as Exhibit L; COVID-19 Proclamation XIII and the Resolution extending it, Resolution No. 2021-63, is attached as Exhibit M; and COVID-19 Proclamation XIV is attached as Exhibit N; and

WHEREAS, if not extended, Proclamation XIV would expire on December 9, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XIV for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on January 24, 2022, and an extension by the Governing Body on January 26, 2022, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XIV is hereby extended by forty-seven (47) days, expiring at noon on January 24, 2022, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 8th day of December, 2021.



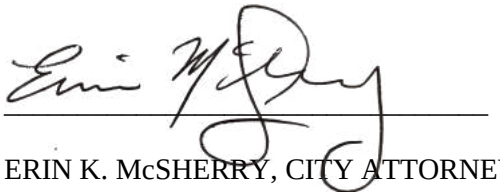
ALAN WEBBER, MAYOR

ATTEST:



KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-76 State of Emergency Extension XIV

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

EXHIBIT "A"

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

[redacted]

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

[redacted]

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. **I also encourage the following:**

a. Local businesses should offer paid sick leave whenever feasible;

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 23, 2020 BY SIXTY DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, the Proclamation and extension to it, Resolution 2020-10, is attached as Exhibit A and Proclamation II is attached as Exhibit B;

WHEREAS, the Governing Body wishes to extend Proclamation II for an additional sixty (60) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on May 24, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than ten (10) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 23, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 25th day of March, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-13 State of Emergency Extension

EXHIBIT B

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the

State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in

the City on March 13, 2020 (Proclamation I);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, which was the longest period of time permitted under the City's ordinances at that time;

WHEREAS, also on March 16, the Governing Body adopted new personnel rules to allow City employees to use sick leave and administrative leave for new purposes related to the emergency;

WHEREAS, on March 18, I supplemented my initial order to prohibit evictions due to inability to pay due to the COVID-19 virus; suspend parking fee enforcement; suspend fees for transit; delay the collection of lodgers tax, but not the reporting thereof; and suspend water shut-offs for failure to pay, but not the charges for water; and

WHEREAS, the emergency I proclaimed on March 13, 2020 continues, with sixty-five (65) documented cases of COVID-19 in New Mexico and ten (10) documented cases in Santa Fe County, with an anticipated significant increase in the coming days and weeks.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, again, that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to

persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as shopping at an essential retail location with more than five (5) customers, or entering an essential commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to

perform emergency functions;

c. All available resources of the City shall be used to address the emergency as reasonably necessary;]

d. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

e. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email;

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time. This order does not seek to change the obligation of the tenant to pay rent;

g. Lodgers Tax will not be due during the public health emergency, but still must be reported fully and on time;

h. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

i. The requirement to pay parking fees is suspended, while restrictions on

parking locations and access rules remain in place and outstanding parking citations must be paid;

j. The requirement to pay City transit fees is suspended;

k. Short-term rental permit renewal late fees may be submitted after April 15, 2020, during the Proclaimed emergency, but must be submitted before May 15, 2020; and

l. Until May 31, 2020, recipients of parking citations issued before this Proclamation II may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 23rd **day of** March, **2020 at the hour of** 1:12 **o'clock** P **M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT C

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 25, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-1-, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13, are attached as Exhibit B; and COVID-19 Proclamation III is attached as Exhibit C; and

WHEREAS, the Governing Body wishes to extend Proclamation III for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on July 26, 2020, pursuant to Section 20-1.3(C) with the following modifications:

PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.

ALAN WEBBER, MAYOR

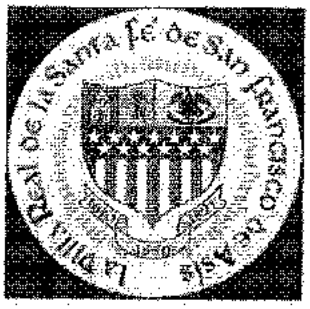
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-20 State of Emergency 60 Day Extension III



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including 129 cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I) and March 23, 2020 (Proclamation II);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, and on March 25, 2020, the Governing Body extended Proclamation II through May 24, 2020;

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; and May 15, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the pandemic and the City's and State's rapid and effective response to it, including the elimination of mass gatherings and implementing significant social distancing measures, have resulted in an unprecedented fiscal crisis for the City, its residents, and its businesses: a large number of residents have suffered reduced hours or job loss; the City's mom and pop stores and shops were closed to combat the spread of the virus, with great financial losses; the major businesses and markets that traditionally have catered to the tourists who flock to Santa Fe have had their revenues reduced to a trickle or their historic events have been cancelled entirely;

WHEREAS, at the time of this Proclamation, the City anticipates over a $100 million operating deficit due to reduced revenues, which is a significant proportion of the City's operating budget;

WHEREAS, as the rates of infection, hospitalization, and death from the COVID-19 pandemic begin to flatten and decrease in New Mexico, Governor Lujan Grisham and Secretary Kunkel have begun to "reopen" New Mexico, by lifting certain restrictions while requiring implementation of "COVID-19 Safe Practices"; and

WHEREAS, certain orders I previously issued remain necessary to protect life and

property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating as the State of New Mexico begins to reopen.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency and a financial emergency exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of

people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible

ii. directing City employees, as applicable, to perform emergency functions; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

i. identifying savings across the City's operations;

ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and

iii. identifying mechanisms and facilitating City collaboration with local

partners to safely reopen Santa Fe to allow activities that generate City revenues;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax will not be due during the public health emergency, but still

must be reported fully and on time;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

j. The collection of parking fees remains suspended through May 31 for on-street parking and remains suspended through June 30 for garage parking; restrictions on parking locations and access rules remain in place;

k. The collection of City transit fees is suspended;

l. Until May 31, 2020, recipients of parking citations issued before March 23, 2020 may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or exercising; as used here "public setting" means indoor spaces that are open to the public and outdoor spaces that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers'

markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued COVID-19 Safe Practices (CSPs), which are accessible online: www.cv.nmhealth.org/covid-safe-practices.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds,

especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain

supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and

m. Residents should make the "Santa Fe Promise": I promise to:

> Act as if I carry the coronavirus.
> Maintain social distancing of at least six feet.
> Wear a face covering, wash my hands, use sanitizer.
> Buy from local businesses that also make this promise.
> Practice patience, compassion, empathy, connection, respect and love.
> We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour of 7:15 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT D

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-30

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 27, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution 2020-20 , are attached as Exhibit C; and COVID-19 Proclamation IV is attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation IV for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IV is hereby extended by sixty (60) days, expiring at noon on September 27, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of July 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-30 State of Emergency Extension IV

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY IV- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

EXHIBIT "D"

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II) and in a third proclamation on May 26, 2020 (Proclamation III);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 497 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation III expires on July 26, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of five (5) or more persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall resume on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

k. The collection of City transit fees shall be reinstated, implementing COVID-19 Safe Practices (CSPs);

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or swimming; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: www.cv.nmhealth.org/covid-safe-practices; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe

Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27th **day of** July, **2020 at the hour of** 3:04 **o'clock** P **M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT E

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-39

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON SEPTEMBER 28, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, on July 29th, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, Proclamation IV expired on September 27 and the Mayor again proclaimed an emergency on September 28, 2020 (Proclamation V), due to the ongoing pandemic;

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation V, attached as Exhibit E, for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation V is hereby extended by sixty (60) days, expiring at noon

on November 30, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 30th day of September, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-39 State of Emergency Extension V

EXHIBIT E

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY V- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), and in a fourth proclamation on July 27, 2020 (Proclamation IV);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020,

imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 970 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation IV expired on September 27, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than ten (10) persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than ten (10) customers or entering a commercial establishment that happens to have more than ten (10) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater, unless they have obtained a negative COVID-19 test within three (3) days before or after arrival in the state;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section

II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 28th day of September, 2020 at the hour of 11:30 o'clock A .M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT F

[redacted]

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-44

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON NOVEMBER 30, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency (COVID-19 Proclamation IV);

WHEREAS, on July 29, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, on September 28, 2020, Mayor Webber proclaimed a state of emergency for a fifth time, due to the continuing public health emergency (COVID-19 Proclamation V);

WHEREAS, on September 30, 2020 the Governing Body extended COVID-19 Proclamation V for sixty days;

WHEREAS on November 30, Mayor Webber proclaimed a state of emergency for a sixth time, due to the continuing public health emergency (COVID-19 Proclamation VI); and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; and COVID-19 Proclamation VI is attached as Exhibit F; and

WHEREAS, if not extended, Proclamation VI would expire on December 3, 2020. The Governing Body wishes to extend Proclamation VI for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VI is hereby extended by sixty (60) days, expiring at noon on January 30, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of December, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-44 State of Emergency Extension VI

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VI- COVID-19

November 30, 2020

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency in a second proclamation on March 23, 2020 (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), in a fourth proclamation on July 27, 2020 (Proclamation IV), and in a fifth proclamation on September 28, 2020 (Proclamation V);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020;

June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; and Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; and November 18, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 5,053 cases in Santa Fe County as of yesterday, November 29, 2020, nearly five times the number of cases recorded on the date I issued Proclamation V (1,014);

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation V expired on November 29, 2020;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events. When the State's limitations on mass gatherings permit greater numbers of persons to gather, or restrict gatherings to fewer persons, this order shall allow or restrict, as applicable, the same number to gather. As used herein,

"public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. “Assemble or gather” refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location’s regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following practices:

i. The City shall only provide in-person services to persons following COVID-Safe practices and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, and provides City employees evidence of that medical limitation, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting the employee at risk; and

iii. City employees shall participate in regular COVID-19 testing if the

City enters an agreement with the New Mexico Department of Health and New Mexico Environment Department for an exemption to Public Health Order Rapid Response COVID-19 closure protocols or if the City otherwise provides regular/surveillance testing for employees.

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to

the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place to the extent the orders are more restrictive than the currently effective Public Health Order:

A. The City shall not enforce its Single-Use Carryout Bags Ordinance, Section 21-8. In particular, the City shall not:

1. Penalize the use of single-use plastic bags;
2. Require the collection of $0.10/bag environmental service fee; or
3. Collect environmental service fees.

B. Grocery stores and supermarkets shall:

1. Not permit customers to bring their own reusable/"from home" bags;
2. Provide, without charging the City's environmental service fee, recyclable paper bags, compostable plastic bags, or single use plastic bags;
3. Provide access to handwashing facilities and break time for employees to wash their hands;
4. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
5. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
6. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;

7. Provide, as available, alcohol-based sanitizers in the store for customer use;

8. Implement procedures to sanitize frequent touch-points in the store throughout the day;

9. Discontinue all self-service salad bars, self-service food stations, including bulk food stations, and product tasting or sampling stands;

10. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

11. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

12. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

13. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. The November 20, 2020 orders I issued closing sports courts, including basketball courts, handball courts, and any other courts; playground equipment; athletic fields; and other shared infrastructure in City parks, remain in effect as follows:

1. All sports courts, including basketball courts, handball courts, and any other courts in the City's parks are closed to the public and may not be used;

2. All playground equipment in City parks is closed to the public and may not be used;

3. All athletic fields in City parks are closed; and

4. All other infrastructure in City parks, including skate parks, is

closed to the public and may not be used.

l. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

m. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

n. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and

vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
   I promise to:
   Act as if I carry the coronavirus.
   Maintain social distancing of at least six feet.
   Wear a face covering, wash my hands, use sanitizer.
   Buy from local businesses that also make this promise.
   Practice patience, compassion, empathy, connection, respect and love.
   We will keep Santa Fe safe. We will keep Santa Fe open. Together.
n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30th day of November, 2020 at the hour of 10:39 **o'clock** A **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT G

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-9

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JANUARY 30, 2021 BY FIFTY-SIX (56) DAYS, EXPIRING AT NOON ON MARCH 29, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; and November 30, 2021 (COVID-19 Proclamations II through VI); and

WHEREAS, on December 1, 2020 the Governing Boy extended COVID-19 Proclamation VI for sixty days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI is attached as Exhibit F; and COVID-19 Proclamation VII is attached as Exhibit G; and

WHEREAS, if not extended, Proclamation VII would expire on February 2, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VI for an additional fifty-six (56) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on March 31, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VII is hereby extended by fifty-six (56) days, expiring at noon on March 29, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of February, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Feb 3, 2021 11:31 MST)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-9 State of Emergency Extension VII

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VII- COVID-19
January 30, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); and November 30, 2020 (Proclamation VI);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders and Amendments on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders and Amendments on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; November 18, 2020; November 30, 2020; December 2, 2020; and December 9, 2020; and Secretary-Designate Tracie C. Collins issued additional Public Health Orders and Amendments on December 15, 2020; December 23, 2020; December 30, 2020; and January 8, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,064 cases in Santa Fe County as of yesterday, November 29, 2020, nearing twice the number of cases recorded on the date I issued

Proclamation VI (5,053);

WHEREAS, since my last proclamation, several new variants of the COVID-19 virus have been identified that have a higher infection rate, which results in the virus causing more illness and deaths per capita;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 114 Santa Fe County residents have died from COVID-19 infections as of January 29, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow" or "Green", depending upon their COVID-19 positivity rates and infection rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, despite recent improvements in infection and positivity rates, Santa Fe County remains classified as "Red";

WHEREAS, since my last proclamation, the first COVID-19 vaccines were authorized for experimental use in the United States and approximately 250,000 doses have been administered in New Mexico;

WHEREAS, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for both of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue for several months;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases,

while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VI expired at noon today, January 30, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections

20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events while Santa Fe County is classified as "Red" under the State's public health order. When Santa Fe County's NMDOH "Red to Green" status changes to Yellow or Green, this order shall allow or restrict, as applicable, the number of persons and vehicles permitted under the State's limitations for that level of risk to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by five or more individuals or by families in a location's regular course of business. That is, this prohibition does not restrict a person from shopping at a retail location where there are already more than five (5) customers or from entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to shelters, hospitals, or other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Should the City's temporary administrative and sick leave authorized pursuant to Resolution No. 2020-11 and the City Manager's existing administrative leave authority not be sufficient to implement the New Mexico Department of Health's recommended quarantining time periods for close contacts, positive cases, and/or to allow the care of family members who are at home due to the limitations imposed under the declared emergency, the City Manager shall provide administrative leave up to the permitted hours and pursuant to the other limitations that were permitted under the federal leave benefits that expired on December 31, 2020 under the Families First Coronavirus Response Act (FFCRA), including Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFMLA); and

iv. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during the work day, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a

COVID-19 vaccine and the associated booster shot shall be exempt from testing requirements two weeks after receipt of their booster shot;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening

to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets remain in place, except that, beginning on February 7, 2021, the City shall again enforce its Single-Use Carryout Bags Ordinance, Section 21-8, in relation to in-store purchases from grocery stores and super markets.

i. Beginning immediately, stores must permit customers to use reusable bags, but may require customers to pack the bags the customers are reusing.

ii. To the extent that the following orders are more restrictive than the current effective Public Health Order, grocery stores and supermarkets shall:

1. Provide access to handwashing facilities and break time for employees to wash their hands;
2. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
3. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
4. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;
5. Provide, as available, alcohol-based sanitizers in the store for customer use;
6. Implement procedures to sanitize frequent touch-points in the store throughout the day;
7. Discontinue all self-service salad bars, self-service food

stations, including bulk food stations, and product tasting or sampling stands;

8. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

9. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

10. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

11. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

l. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth sports and programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; and medical providers and other industries shall comply with

the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine

cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at

https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise;
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
p. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
q. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30 day of January, 2021 at the hour of_____ o'clock __.M. (MDT).

_

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Jan 30, 2021 12:05 MST)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT H

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-19

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 29, 2021 BY FIFTY-FOUR (54) DAYS, EXPIRING AT NOON ON MAY 24, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, and January 20, 2021 (COVID-19 Proclamations II through VII); and

WHEREAS, on February 1st, 2021 the Governing Boy extended COVID-19 Proclamation VII for fifty-six days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; and COVID-19 Proclamation VIII is attached as Exhibit H;

and

WHEREAS, if not extended, Proclamation VIII would expire on April 1, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VIII for an additional fifty-four (54) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on May 26, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VIII is hereby extended by fifty-four (54) days, expiring at noon on May 24, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 31st day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

Kristine Mihelcic (Apr 2, 2021 12:21 MDT)

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-19 State of Emergency Extension VIII

EXHIBIT H

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VIII- COVID-19
March 29, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); and January 30, 2021 (Proclamation VII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 38 of them, beginning on March 13, 2020; , with the most recent issued on March 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,834 cases in Santa Fe County as of March 28, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 142 Santa Fe County residents have died from COVID-19 infections as of March 28, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, and the continuity of those rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, if a county remains within the positivity rates and infection rates of the Green level for the two weeks after being classified as Green, it becomes classified "Turquoise", lifting COVID-19 restrictions significantly;

WHEREAS, Santa Fe County recently became classified as "Green", then "Turquoise";

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs in the County may operate with 33% indoor capacity, and recreation centers and large event centers in the County may operate at 50% capacity;

WHEREAS, if Santa Fe's positivity or infection rates fall below the Green level, the County will fall two levels, to the "Yellow" category, with significantly restricted gatherings and business operations;

WHEREAS, while reopening steps are positive for the County's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, three COVID-19 vaccines have now been authorized for experimental use in the United States and more than 1 million doses have been administered in New Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for all three of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue through at least April and May;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases, while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VII expired at noon today, March 29, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and

certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions, except that, inside City-owned buildings, gatherings for events shall be limited to 150 while Santa Fe County is classified as "Turquoise", shall decrease to 10 if the County's classification becomes Yellow, and return to 20 if the County's classification subsequently returns to Green. The City's Convention Center may increase its occupancy to the State's event center occupancy levels beginning May 6, if the County's classification remains Turquoise or the equivalent;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities gradually and in a safety-conscious manner, and as City employees have the opportunity to get vaccinated, as long as local infection rates continue to remain in the Green levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during their scheduled work days, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a COVID-19 vaccine and the associated booster shot, if applicable, shall be exempt from testing requirements beginning the month when two weeks have lapsed after receipt of their booster shot or two weeks after the vaccine administration, if there is not a booster shot for the vaccine;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or

difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?
ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?
iii. Have you been tested for COVID-19 and are waiting to receive test results?
v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will

continue to accrue and be owed;

j. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

j. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

k. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

l. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. Avoid contact with people who are sick;
b. Practice "social distancing", by maintain six (6) feet between yourself and others;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
d. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
g. Avoid handshaking;
h. Avoid touching your face, nose, and eyes;
i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
j. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;

j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 29 **day of** March**, 2021 at the hour of** 4 **o'clock** P **.M. (MDT).**

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ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Mar 29, 2021 16:33 MDT)
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KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT I

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-31

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 24, 2021 BY FORTY-SEVEN (47) DAYS, EXPIRING AT NOON ON JULY 12, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency seven times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, January 20, 2021, March 29, 2021, and May 24, 2021 (COVID-19 Proclamations II through VIII); and

WHEREAS, in Santa Fe County, at least 72.2% of eligible residents ages 16 or older have had at least one dose of a COVID-19 vaccine and at least 60.6% are fully vaccinated; and

WHEREAS, COVID-19 infections continue to spread, and the current 7-day rolling average of cases in Santa Fe County is 18, up from 10 when the last emergency proclamation was extended; and

WHERES, several of the more infectious variants, including one from the United Kingdom and on from California, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H, and COVID-19 Proclamation IX is attached

as Exhibit I; and

WHEREAS, if not extended, Proclamation IX would expire on May 27, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation IX for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on July 12th, 2021 and an extension by the Governing Body on July 14, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IX is hereby extended by forty-seven (47) days, expiring at noon on July 12, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 26th day of May, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-31 State of Emergency Extension IX

EXHIBIT I

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY IX- COVID-19
May 24, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); and March 29, 2021 (Proclamation VIII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 43 of them, beginning on March 13, 2020 ,with the most recent issued on May 14, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,379 cases in Santa Fe County as of May 21, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 146 Santa Fe County residents have died from COVID-19 infections as of May 21, 2021;

WHEREAS, Santa Fe County, and all other Counties but one, are classified as "Turquoise" under the State's updated public health order that classifies counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, vaccination rates, and the continuity of those rates, demonstrating decreased positivity rates and infection rates, and increased vaccination rates, allowing fewer restrictions on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs may operate with 33% indoor capacity, and recreation centers and large event centers may operate at 50% capacity;

WHEREAS, the State Public Health Order issued on April 28th, 2021, provides that counties classified as Turquoise will be Turquoise for at least two, two-week periods in a row, making Turquoise a "sticky" classification;

WHEREAS, Santa Fe's infection rate of 2.88% and vaccination rate of 60.6% are well within the ranges required for the State's Turquoise classification, 7.5% and 45% (to be increased by 5% every other week), respectively;

WHEREAS, Santa Fe's positivity rate of 8.8/100,000, however, is relatively close to the State's Turquoise criteria of 10/100, 0000;

WHEREAS, numerous counties risk reclassification into a more restrictive category on June 2, 2021, based on their rates being outside the State's required Turquoise levels on May 17, 2021;;

WHEREAS, since early April, most schools and children's programs have returned to in-person classes and programming;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 1,881,000 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New

Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second dose, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, the vaccines are now readily available to persons ages 12 or older, but demand has decreased significantly over the last few weeks due to vaccine hesitancy;

WHEREAS, the Centers for Disease Control (CDC) recently updated its facial covering guidance for outdoor activities for all persons and for indoor activities for vaccinated persons, no longer recommending that facial coverings be used in most outdoor settings and no longer recommending that vaccinated persons wear facial coverings in most indoor settings, recognizing the efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, Proclamation VIII expired at noon today, May 24, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to

persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions; City facilities shall accommodate public use up to the State's permitted occupancies to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs);

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to remain in the Turquoise levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following applicable CSPs and requirements and wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to

not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. City employees who are not vaccinated are encouraged, but not required, to get tested on a regular basis;

d. When inside the publically accessible areas of City facilities, and when engaging in direct, in-person services to members of the public outdoors, employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, while charges will continue to accrue and be owed;

l. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

m. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age,

> i. persons in Santa Fe must wear a facial covering in health care settings, including but not limited to hospitals, long-term care

facilities, and doctors' offices; public transit; homeless shelters, and as required by federal and state, laws, rules, and regulations;

ii. local businesses and employers may require facial coverings for clients, employees, and customers; and

iii. unvaccinated persons must wear facial coverings in indoor public settings and when attending outdoor ticketed public events, such as concerts and sporting events.

These requirements apply except when persons are eating or drinking. As used here, "public setting" means places that are open to the public;

n. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

o. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
b. Seek relief funds for overdue rent and utilities payments. Available sources include the following:

i. For rent and/or mortgage assistance, from the following sources:
    1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
    2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org

ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

c. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
d. Avoid contact with people who are sick;
e. Practice "social distancing", by maintain six (6) feet between yourself and others;
f. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
g. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
h. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
i. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
j. Avoid handshaking;
k. Avoid touching your face, nose, and eyes;
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell

phones, and other electronic devices); and

m. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;
j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors who have symptoms or know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 24 day of May, 2021 at the hour of 5 o'clock P.M. (MDT).

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ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT J

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-40

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 12, 2021 BY TWENTY-SIX (26) DAYS, EXPIRING AT NOON ON AUGUST 9, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency eight times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; and July 12, 2021 (COVID-19 Proclamations II through X); and

WHEREAS, in Santa Fe County, at least 81.2% of eligible residents ages 16 or older have had at least one does of a COVID-19 vaccine and at least 72.4% are fully vaccinated; and

WHEREAS, several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; and COVID-19 Proclamation X is attached as Exhibit J; and

WHEREAS, if not extended, Proclamation X would expire on July 15, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation X for an additional twenty-six (26) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on August 9, 2021 and an extension by the Governing Body on August 11, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation X is hereby extended by twenty-six (26) days, expiring at noon on August 9, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 14th day of July, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Jul 20, 2021 10:20 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-40 State of Emergency Extension X

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY X- COVID-19

July 11, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); and May 24, 2021 (Proclamation IX);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and former Secretary Tracie C. Collins, issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on June 30, 12021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,642 cases in Santa Fe County as of June 6, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 151 Santa Fe County residents have died from COVID-19 infections as of June 6, 2021;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico;

WHEREAS, Centers for Disease Control (CDC) no longer recommends facial coverings for outdoor activities and it no longer recommends facial coverings for

vaccinated persons in indoor settings, recognizing the high efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, while New Mexico leads the nation in percent decreases in COVID in the last 14 days, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the more contagious Delta variant;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, Proclamation IX expired at noon today, July 12, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs) and as not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to decrease and as long as City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons who are following applicable CSPs and requirements and wearing a facial covering may enter City facilities

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees who are not vaccinated shall be encouraged, but not required, to get tested on a regular basis.

d. When inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

k. Unless a healthcare provider instructs otherwise,

> i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and
>
> ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-

compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;
d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;

ii. Avoid handshaking; and
iii. Avoid all non-essential travel, including plane trips and cruise ships.

g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors who have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
m. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 12 **day of** July**, 2021 at the hour of** 3 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 12, 2021 15:43 MDT)

KRISTINE MIHELCIC, CITY CLERK

(S E A L)

Exhibit K

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY XI- COVID-19
August 9, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); and July 11, 2021;

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on July 30, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,939cases in Santa Fe County as of August 4, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 153 Santa Fe County residents have died from COVID-19 infections as of August 4, 2021;

WHEREAS, while the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population, **and** recent studies show that the variant known as the "Delta Variant" is also significantly more likely to spread within the vaccinated population than previously known variants;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico, but rates of vaccination have decreased significantly over the course of the

last few months;

WHEREAS, Centers for Disease Control (CDC) recommends that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside again, due to the new study regarding the higher contagion of, and transmission by, vaccinated persons by the Delta Variant;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, Santa Fe County residents have a 74% vaccination rate among adults;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the Delta Variant;

WHEREAS, the CDC currently classifies Santa Fe County as having a "Substantial" transmission rate, based on cases per 100,000 persons and test positivity rates;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds have been difficult for some residents to access who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires adherence to COVID-Safe Practices (CSPs), which require employers to follow the CDC's recommendations

regarding wearing facial coverings;

WHEREAS, after a period with few or no employees with positive COVID tests, there have recently been 5 employees with positive COVID-19 tests;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation X expired at noon today, August 9, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the

applicable COVID-Safe Practices (CSPs) when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and begin increasing in-person services again when local infection rates decrease again;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as

confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. When the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test

results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the

extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico,

Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible,

preferably vaccination before arrival and testing for unvaccinated participants;

e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 9 day of August, 2021 at the hour of 3 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 9, 2021 15:52 MDT)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-47

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON AUGUST 9, 2021, BY FORTY-SEVEN DAYS, EXPIRING AT NOON ON SEPTEMBER 27, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021, and August 9, 2021 (COVID-19 Proclamations II through XI); and

WHEREAS, in Santa Fe County, at least 83.6% of eligible residents ages 18 or older have had at least one does of a COVID-19 vaccine and at least 74.9% are fully vaccinated; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations are increasing again as several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, New Mexico has seen a rapid rise in positive cases as a result of the highly infectious nature of the Delta variant, with most cases and hospitalizations occurring among the unvaccinated; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution

No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, and COVID-19 Proclamation XI is attached as Exhibit K; and

WHEREAS, if not extended, Proclamation XI would expire on August 12, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XI for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on September 27th, 2021, and an extension by the Governing Body on September 29th, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XI is hereby extended by forty-seven (47) days, expiring at noon on September 27, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 11th day of August, 2021.

ALAN WEBBER, MAYOR

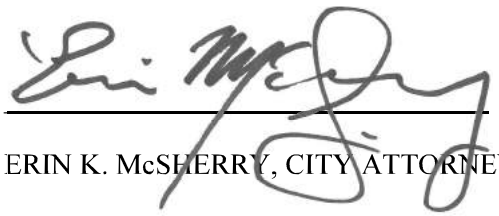
ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Aug 16, 2021 18:33 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-47 State of Emergency Extension XI

EXHIBIT L

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY XII- COVID-19
September 27, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health

Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, then the Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); July 11, 2021 (Proclamation X); and August 9, 2021 (Proclamation XI);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., have issued

a series of Public Health Orders and Amendments, approximately 50 of them, beginning on March 13, 2020, with the most recent issued on September 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 12,201 cases in Santa Fe County as of September , 2021;

WHEREAS, since my last proclamation, the Delta variant of the COVID-19 virus, has become the primary variant being transmitted in New Mexico;

WHEREAS, 165 Santa Fe County residents have died from COVID-19 infections as of September 24, 2021;

WHEREAS, the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population, **and** recent studies show that the variant known as the "Delta Variant" is also significantly more likely to spread within the vaccinated population than previously known variants;

WHEREAS, more than 2,536,234 doses of the three COVID-19 vaccines the Food and Drug Administration has either authorized with full approval or for experimental use in the United States have been administered in New Mexico, but rates of initial vaccination have decreased significantly over the course of the last few months;

WHEREAS, Centers for Disease Control (CDC) continues to recommend that, in counties with "High" or "Substantial"

contagion risk, vaccinated persons wear facial coverings inside, due to the new study regarding the higher contagion of, and transmission by, vaccinated persons by the Delta Variant;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, Over eighty percent (80.4%) of eligible Santa Fe residents have completed a vaccination series and over ninety percent (90.5%) have had at least one shot;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases;

WHEREAS, despite its high vaccination rate, Santa Fe County still has a "High" transmission rate, based on cases per 100,000 persons and test positivity rates;

WHEREAS, the duration of effectiveness of vaccines may be decreasing for at least some populations and a booster has recently been approved for high-risk populations;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds continue to be difficult to access for some residents who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires facial coverings in all indoor public settings and adherence to pertinent COVID-Safe Practices;

WHEREAS, shortly before my last proclamation there were 5 employees with positive COVID-19 tests, but since that time there have been many more;

WHEREAS, as a result of my last order's requirement that employees either disclose a fully vaccinated status or turn in COVID-19 test results on a weekly basis, the City's documented vaccination status increased from approximately fifty percent (50%) to more than seventy-five percent (75%);

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation XI expired at noon today, September 27, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the applicable COVID-Safe Practices (CSPs)

and when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and increasing in-person services when and as local infection rates decrease again;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order;

iv. work with the Human Resources Department in enforcing the policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate; and

v. updating the conditions of employment for vacant positions to include maintaining full vaccination status for COVID-19;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include admitting the member of the public into the City facility and putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. While the State's facial covering order is in place and when the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when the State's order ceases and they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present and areas the public may enter with or without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with

anyone that you know had COVID-19 or COVID-like symptoms? “Close contact” includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory’s email;

j. Until the New Mexico Supreme Court lifts its injunction and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages landlords and tenants to seek relief funds and landlords and

tenants to discuss of payment plans;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers;

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of

Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Even when not otherwise required, wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination statuses are unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent

Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. For utilities payments that are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and

l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without

compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27 **day of** September**, 2021 at the hour of** 3 **o'clock** P **.M. (MDT).**



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:



KRISTINE MIHELCIC, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-51

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON SEPTEMBER 27, 2021, BY FORTY DAYS, EXPIRING AT NOON ON NOVEMBER 8, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; and September 27, 2021 (COVID-19 Proclamations II through XII); and

WHEREAS, in Santa Fe County, at least 90.5% of eligible residents ages 18 or older have had at least one dose of a COVID-19 vaccine and at least 80.4% are fully vaccinated, nearly 20 percentage points more than New Mexico as a whole; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations remain high as the highly infections Delta variant accounts for nearly all of the positive cases throughout the State, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, as a result of Proclamation XI and its associated Emergency Orders, the City of Santa Fe reached a 75% vaccination rate among employees – an increase from 50% five weeks prior – and five percentage points higher than the State as a whole; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44

are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; and COVID-19 Proclamation XII is attached as Exhibit L; and

WHEREAS, if not extended, Proclamation XII would expire on September 30, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XII for an additional forty (40) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on November 8, 2021, and an extension by the Governing Body on November 10, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XII is hereby extended by forty (40) days, expiring at noon on November 8, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of September, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-51 State of Emergency Extension XII

EXHIBIT M

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY XIII - COVID-19

November 8, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, then the Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically, and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July

27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); July 11, 2021 (Proclamation X); August 9, 2021 (Proclamation XI); and September 27, 2021 (Proclamation XII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., have issued a series of Public Health Orders and Amendments, approximately 52 of them, beginning on March 13, 2020, with the most recent issued on October 25, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, according to NMDOH data, there are a growing number of COVID-19 cases in New Mexico, including 13,467 cases in Santa Fe County as of November 5, 2021;

WHEREAS, according to the CDC, https://covid.cdc.gov/covid-data-tracker/#variant-proportions, the Delta variant of the COVID-19 virus continues to be the primary variant nationwide and in New Mexico;

WHEREAS, according to NMDOH data, there have been 172 COVID-19 deaths as of November 5, 2021;

WHEREAS, according to the Center for Disease Control ("CDC") director Rochelle Walensky, the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population with the unvaccinated 11 times more likely to die from COVID-19[1] ;

WHEREAS, more than 2,817,266 doses of the three COVID-19 vaccines the Food and Drug Administration has authorized with full approval in the United States have been administered in New Mexico, but rates of initial vaccination have decreased significantly over the course of the last few months;

WHEREAS, the CDC continues to recommend that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, According to NMDOH data, over eighty-two percent (82.5%) of eligible Santa Fe residents have completed a vaccination series and over ninety-three percent (93.3%) have had at least one shot;

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[1]Press Briefing by White House COVID-19 Response Team and Public Health Officials, https://www.whitehouse.gov/briefing-room/press-briefings/2021/09/10/press-briefing-by-white-house-covid-19-response-team-and-public-health-officials-55/

WHEREAS, the FDA has approved the administration of the Pfizer-BioNTech vaccine for those aged 12-17 and has approved the administration of the same vaccine for those aged 5-11;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases;

WHEREAS, despite its high vaccination rate, Santa Fe County still has a "High" transmission rate, based on the CDC's classifications and estimates of cases per 100,000 persons and test positivity rates, at 166.93 and 8.07% respectively as of November 5, 2021[2];

WHEREAS, according to a study published in Science, the duration of effectiveness of vaccines may be decreasing for at least some populations[3] and a booster has recently been approved for high-risk populations;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds continue to be difficult to access for some residents who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, according to the City's public safety officials, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires facial coverings in all indoor public settings and adherence to pertinent COVID-Safe Practices;

WHEREAS, since imposing Proclamation XI's requirement that employees either disclose a fully vaccinated status or turn in COVID-19 test results on a weekly basis, the City's documented vaccination status increased from approximately fifty percent (50%) to nearly eighty percent (79.8%);

WHEREAS, consistent with the requirements that the City began to enforce for its workforce in September, beginning January 4, 2022, the Occupational Safety and Health Administration recently announced that it will require businesses with 100 or more workers to ensure either that their workers are fully vaccinated or test negative for the coronavirus at least once a week;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at

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[2] https://covid.cdc.gov/covid-data-tracker/#county-view|New%20Mexico|Risk|community_transmission_level

[3] https://www.science.org/doi/10.1126/science.abm0620

meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation XII expired at noon today, November 8, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the applicable COVID-Safe Practices (CSPs) and when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and increasing in-person services when and as local infection rates decrease again;
ii. directing City employees, as applicable, to perform emergency functions;
iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order;
iv. work with the Human Resources Department in enforcing the policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate; and

v. updating the conditions of employment for vacant positions to include maintaining full vaccination status for COVID-19;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include admitting the member of the public into the City facility and putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. While the State's facial covering order is in place and when the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when the State's order ceases and they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present and areas the public may enter with or without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person; or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages landlords and tenants to seek relief funds and landlords and tenants to discuss of payment plans;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers;

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order, or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. **Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that** all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. **In addition, I advise residents and visitors to the City to take the following actions and/or precautions:**

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Even when not otherwise required, wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination statuses are unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;
d. For utilities payments that are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as

elevator buttons, door handles, and handrails;

j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order

the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 8th day of November, 2021 at the hour of 3 o'clock __.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(SEAL)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-63

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE DURATION OF THE MAYOR'S EMERGENCY PROCLAMATION ISSUED ON NOVEMBER 8, 2021, BY TWENTY-SIX DAYS, EXPIRING AT NOON ON DECEMBER 6, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; September 27, 2021, and November 8, 2021 (COVID-19 Proclamations II through XIII); and

WHEREAS, according to the New Mexico Department of Health ("NMDOH") data, in Santa Fe County, at least 93.3% of eligible residents ages 18 or older have had at least one dose of a COVID-19 vaccine and at least 82.5% are fully vaccinated, nearly 20 percentage points more than New Mexico as a whole[1]; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations remain high, averaging between 25-35 cases per day on a 7-day rolling average according to NMDOH, requiring ongoing diligence and City response to suppress the spread of the virus[2]; and

WHEREAS, according to NMDOH data, Santa Fe County has suffered 172 deaths attributed to COVID-19 or complications from COVID-19[3]; and

WHEREAS, as a result of Proclamation XI and its associated Emergency Orders, the City of Santa Fe reached a 79.8% vaccination rate among employees, an increase of nearly 5% since the last emergency proclamation was extended; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending

[1] https://cvvaccine.nmhealth.org/public-dashboard.html
[2] https://cvprovider.nmhealth.org/public-dashboard.html
[3] https://cvprovider.nmhealth.org/public-dashboard.html

it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; COVID-19 Proclamation XII and the Resolution extending it, Resolution No. 2021-51, is attached as Exhibit L; and COVID-19 Proclamation XIII is attached as Exhibit M; and

WHEREAS, if not extended, Proclamation XIII would expire on November 11, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XIII for an additional twenty-six (26) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on December 6, 2021, and an extension by the Governing Body on December 8, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XIII is hereby extended by twenty-six (26) days, expiring at noon on December 6, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 10th day of November, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-63 State of Emergency Extension XIII

EXHIBIT N

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY XIV - COVID-19
December 6, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, the public health emergency due to the Coronavirus Disease 2019 (referred to as "COVID-19") declared by the United States Department of Health and Human Services Secretary and New Mexico Department of Health continues and evolves, with more virulent variants;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe continues to threaten the health of residents and visitors and negatively impacts the social, emotional, and overall quality of life of the residents of Santa Fe;

WHEREAS, according to NMDOH data, there are a growing number of COVID-19 cases in New Mexico, including 15,186 cases and 186 deaths in Santa Fe County as of December 4, 2021;

WHEREAS, according to the CDC, https://covid.cdc.gov/covid-data-tracker/#variant-proportions, the Delta variant of the COVID-19 virus continues to be the primary variant nationwide and in New Mexico;

WHEREAS, according to a statement by the Center for Disease Control ("CDC") director Rochelle Walensky, the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population with the unvaccinated 11 times more likely to die from COVID-19[1] ;

[1]Press Briefing by White House COVID-19 Response Team and Public Health Officials, https://www.whitehouse.gov/briefing-room/press-briefings/2021/09/10/press-briefing-by-white-house-covid-19-response-team-and-public-health-officials-55/

WHEREAS, more than 3,115,339 doses of the three COVID-19 vaccines the Food and Drug Administration has authorized with full approval in the United States have been administered in New Mexico, but due to waning efficacy[2], boosters are now recommended after between two to six months after initial full vaccination, depending on the vaccine received;

WHEREAS, the CDC continues to recommend that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, According to NMDOH data, over eighty-two percent (84.3%) of eligible Santa Fe residents over the age of 18 have completed a vaccination series, and over ninety-three percent (97.1%) have had at least one shot;

WHEREAS, the FDA has approved the administration of the Pfizer-BioNTech vaccine for those aged 5-17;

WHEREAS, Santa Fe is a national and international tourist destination and visitors arrive from both neighboring states and countries around the world;

[2] https://www.science.org/doi/10.1126/science.abm0620

WHEREAS, despite its high vaccination rate, Santa Fe County has a "High" transmission rate, based on the CDC's classifications and estimates of cases per 100,000 persons and test positivity rates, at 300.62 and 17.54% respectively as of December 4, 2021[3];

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds continue to be difficult to access for some residents who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, according to the City's public safety officials, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes in Santa Fe;

WHEREAS, the Governor's emergency order requires facial coverings in all indoor public settings and adherence to pertinent COVID-Safe Practices;

WHEREAS, since imposing Proclamation XI's requirement that employees either disclose a fully vaccinated status or turn in COVID-19 test results on a weekly basis, the City's documented

[3] https://covid.cdc.gov/covid-data-tracker/#county-view|New%20Mexico|Risk|community_transmission_level

vaccination status increased from approximately fifty percent (50%) to over eighty percent (80%);

WHEREAS, consistent with the requirements that the City began to enforce for its workforce in September, beginning January 4, 2022, the Occupational Safety and Health Administration announced that it will require businesses with 100 or more workers to ensure either that their workers are fully vaccinated or test negative for the coronavirus at least once a week;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation XIII expired at noon today, December 5, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and

safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may continue to accommodate public use while maintaining the applicable COVID-Safe Practices (CSPs) and when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and increasing in-person services when and as local infection rates decrease;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order;

iv. work with the Human Resources Department in enforcing the policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate; and

v. maintaining the conditions of employment for vacant positions to include maintaining full vaccination status for COVID-19 for new employees; and

vi. proposing a temporary personnel rule to allocate a standard "COVID-19 Leave" balance for all employees during 2021 to use when an employee is unable to work due to COVID-19 related circumstances;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include admitting the member of the public into the City facility and putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. While the State's facial covering order is in place and when the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members

and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when the State's order ceases and they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present and areas the public may enter with or without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or

COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person; or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages landlords and tenants to seek relief funds and landlords and tenants to

discuss of payment plans;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

> i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and
>
> ii. local businesses and employers may require facial coverings for clients, employees, and customers;

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order, or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus and, once eligible, obtain a booster vaccination. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Even when not otherwise required, wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination statuses are unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-

0498, or housingassistance@housingnm.org

ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. For utilities payments that are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";

e. Avoid contact with people who are sick;

f. If you are unvaccinated,

i. practice "social distancing", by maintain six (6) feet between yourself and others;

ii. Avoid handshaking; and

iii. Avoid all non-essential travel, including plane trips and cruise ships.

g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section III of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;

h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 6 day of December, 2021 at the hour of 2 o'clock P .M. (MDT).



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:



KRISTINE MIHELCIC, CITY CLERK
(S E A L)

2021-76 (R) State of Emergency Extension XIV

Final Audit Report 2021-12-11

Created:	2021-12-10
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfLx0EhzqIO0Raj6Yz8kc19maxhtfUPoj

"2021-76 (R) State of Emergency Extension XIV" History

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Signature Date: 2021-12-11 - 11:08:48 PM GMT - Time Source: server- IP address: 206.181.83.18

Agreement completed.
2021-12-11 - 11:08:48 PM GMT

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY XV - COVID-19
January 24, 2022

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, the public health emergency due to the Coronavirus Disease 2019 (referred to as "COVID-19") declared by the United States Department of Health and Human Services Secretary and New Mexico Department of Health (NMDOH) continues and evolves, with more virulent variants;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe continues to threaten the health of residents and visitors and negatively impacts the social, emotional, and overall quality of life of the residents of Santa Fe;

WHEREAS, according to NMDOH data, there are a growing number of COVID-19 cases in New Mexico, including 22,355 cases and 218 deaths in Santa Fe County as of January 21, 2022;

WHEREAS, according to the Center for Disease Control (CDC), https://covid.cdc.gov/covid-data-tracker/#variant-proportions, the Omicron variant of the COVID-19 virus has quickly become the primary variant nationwide and in the region that includes New Mexico;

WHEREAS, according to the CDC, COVID-19 vaccines continue to protect people from being hospitalized with COVID-19 against Delta and other variants and continue to prevent COVID-19 hospitalizations, even though many months have passed since some people got vaccinated.[1];

WHEREAS, more than 3,559,396 doses of the three COVID-19

[1] https://covid.cdc.gov/covid-data-tracker/#vaccine-effectiveness.

vaccines the Food and Drug Administration has authorized with full approval in the United States have been administered in New Mexico and, due to waning efficacy[2], boosters are now recommended after between two to six months after initial full vaccination, depending on the vaccine received;

WHEREAS, the CDC continues to recommend that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, according to NMDOH data, over eighty-two percent (86.2%) of eligible Santa Fe residents over the age of 18 have completed a vaccination series, and ninety-nine percent (99%) have had at least one shot;

WHEREAS, Santa Fe is a national and international tourist destination and visitors arrive from both neighboring states and countries around the world;

WHEREAS, despite its high vaccination rate, Santa Fe County has a "High" transmission rate, based on the CDC's classifications and estimates of cases per 100,000 persons and

[2] https://www.science.org/doi/10.1126/science.abm0620

test positivity rates, which are at 298.7 in Santa Fe[3] and 28.5% in New Mexico as of January 21, 2021[4];

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds continue to be difficult to access for some residents who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, according to the City's public safety officials, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes in Santa Fe;

WHEREAS, the Governor's emergency order requires facial coverings in all indoor public settings and adherence to pertinent COVID-Safe Practices;

WHEREAS, since imposing Proclamation XI's requirement that employees either disclose a fully vaccinated status or turn in COVID-19 test results on a weekly basis, the City's documented vaccination status increased from approximately fifty percent (50%) to eighty two percent (82%);

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[3] New Mexico COVID-19 Map: Tracking the Trends (mayoclinic.org)

[4] https://cv.nmhealth.org/2022/01/19/new-mexico-covid-19-update-21305-new-cases-totaling-420192/

WHEREAS, during a state of emergency declared by NMDOH or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation XIV expired at noon today, January, 24, 2022; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and

property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may continue to accommodate public use while maintaining the applicable COVID-Safe Practices (CSPs) and when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and increasing in-person services when and as local infection rates decrease, including, but not limited to, monitoring and adjusting as needed the current, two-week directive to supervisors to avoid in-person meetings and direct remote working when possible without decreasing City services;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods,

environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order;

iv. work with the Human Resources Department in enforcing the policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate;

v. maintaining the conditions of employment for vacant positions to include maintaining "up-to-date" vaccination status for COVID-19 for new employees, meaning obtaining the vaccines and boosters recommended by the CDC;

vi. authorizing five (5) days of administrative leave for all employees for use for verified COVID-19 purposes, such as isolation or quarantine, pursuant to Personnel Rule 13.60(A); and

vii. encouraging employees and supervisors to watch for symptoms in others and to encourage a culture in which employees reinforce to each other that they should not expose each other to infection;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City

facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include admitting the member of the public into the City facility and putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results for City employees shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. While the State's facial covering order is in place and when the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating,

when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when the State's order ceases and they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present and areas the public may enter with or without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 5 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 5 days, have you had close contact with

anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes, cumulatively, with the person in a 24-hour period;

iii. In the past 5 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager John Blair, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages landlords and tenants to seek relief funds and landlords and tenants to discuss of payment plans;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

> i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and
>
> ii. local businesses and employers may require facial coverings for clients, employees, and customers;

l. Businesses and non-profits shall comply with the State-issued covid safe practices (CSPs) to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order, or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend the following precautions:

a. All individuals wear at least KN95 rated facial coverings in indoor spaces and otherwise comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks; and
b. Local businesses and employers consider requiring proof of vaccination for admittance to venues such as restaurants, bars, entertainment spaces.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain "up-to-date" vaccination against the COVID-19 virus, which includes all recommended booster vaccinations. Available locations for vaccination are posted on https://cvvaccine.nmhealth.org;
b. Even when not otherwise required, wear a facial covering rated at least KN-95 in close-contact situations;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico

Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org

ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. For utilities payments that are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";

e. Avoid contact with people who are sick;

f. If you are unvaccinated,

i. Seek "up to date" vaccination as the best protection against serious illness, hospitalization, and death;

ii. If you cannot get vaccinated, practice "social distancing", by maintain six (6) feet between yourself and others;

iii. Avoid large indoor gatherings;

g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as described in Section III of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever

feasible;

f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested
    i. regularly for COVID-19, regardless of vaccination status and symptoms; and
    ii. when and if they have symptoms or know they have been exposed to someone with COVID-19
m. *Symptomatic persons* should isolate and obtain a "PCR" test at one of many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html)
n. *Asymptomatic persons* should obtain an antigen test such as a self-administered saliva test, available at https://learn.vaulthealth.com/nm/, at local pharmacies,

or through a home-delivered COVID test ordered through www.usps.com/covidtest; and

o. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 24 day of January, 2022 at the hour of 4 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

THE CITY OF
SANTA FE

Deputy City Manager

FLSA Status: Exempt
Union Status: Non Union (At-Will)
Salary Range: 26 ($42.6555-$63.983

General Definition of Work

The duties of this position include assisting the City Manager in finding innovative, collaborative and creative solutions to operational issues; championing new and existing initiatives that streamline operations; enhancing performance and improve customer service across the City; and coordinating the activities of City departments and offices based on general direction and policy of the City Manager. The candidate is a self-directed problem solver with excellent communication skills who serves as a centralized point of coordination, helps establish good management practices, and develops a collaborative work environment for citywide innovation. Duties of this position are carried out with wide latitude, judgment, and discretion.

Supervision Received

Works under the general guidance and direction of the City Manager.

Supervision Exercised

May oversee and supervise assigned staff.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. A position may not include all of the duties listed and the listed examples are not an exhaustive list of the duties that may be found in a position of this class.

Essential Functions

- Provides general assistance to the City Manager;
- Carries out the City Manager's directives regarding implementation of programs and policies; represents the City Manager in resolving problems and conflicts within City government;
- Performs complex administrative work in planning and managing innovation throughout the city;
- As assigned by the City Manager, leads citywide effort to improve operations, decrease turnaround times, and streamline workflow processes;
- Develops strategic and operational short-term and long-term plans with clear objectives, goals, outcomes, and performance measures;

- Establishes and maintains systems for measuring, monitoring and reporting on citywide operational and management performance;
- Studies departmental organization and procedures and recommends changes when required or advantageous;
- Supervises research, procedural, and administrative studies and preparation of reports embodying proposed or recommended solutions or courses of action;
- Works with staff to coordinate City Council meeting agendas and follow-up actions resulting from Council or committee meetings;
- Facilitates various activities across departmental lines;
- Assists the City Manager to coordinate the day-to-day operation of the City Manager's office by assisting the City Manager to manage workload and coordinate the office's responses to news or changing policy;
- Collaborates with stakeholders to ensure effective implementation of major City initiatives;
- Provides counsel on matters of communications and strategy; and,
- Coordinates with City Manager to prepare for weekly City Council meetings, local policy and legislative counsel.

Competencies

- Customer Service – Works with customers to assess needs, provides assistance, resolves problems, and satisfy expectations, knows products and services, and is committed to providing quality products and services.
- Thinking Strategically – Thinks strategically and promotes best practices and leading-edge ideas.
- Interpersonal Skills – Shows understanding, courtesy, tact, empathy, and concern, develops and maintains relationships, may deal with people who are difficult, hostile, and/or distressed, relates well to people from varied backgrounds and situations, and is sensitive to individual differences.
- Problem Solving – Identifies problems, determines accuracy and relevance information, and uses sound judgment to generate and evaluate alternatives and to make recommendations.
- Deciding and Initiating Action – Takes responsibility for actions, projects and people; makes quick, clear decisions which may include tough choices, after considering risks.
- Decision Making – Specifies goals and obstacles to achieving those goals, generates alternatives, considers risks, and evaluates and chooses the best alternative in order to make a determination, draw conclusions, or solve a problem.
- Delivering Results – Sets high standards for quality, quantity, and timelines. Focuses on customer needs and satisfaction. Consistently achieves project goals.
- Influencing – Collaborates with, persuades and influences others.

- Reading – Understands and interprets written material including technical material, rules, regulations, instructions, reports, charts, graphs, or tables and applies what is learned from written material to specific situations.
- Coaching – Provides others with clear direction, motivates, and empowers. Recruits staff of a high caliber and provides staff with development opportunities and coaching.
- Written Communication – Composes, reviews, edits, and issues written materials for diverse audiences and communicates purpose in a succinct and organized manner that is appropriate for context, time, and place.
- Working with People – Shows respect for the views and contributions of other team members. Shows empathy, listens, supports, cares for others, and reconciles conflict.
- Influencing/Negotiating – Persuades others to accept recommendations, cooperate, or change their behavior, works with others towards an agreement, and negotiates to find mutually acceptable.
- Planning and Evaluating – Organizes work, sets priorities, determines resource requirements, determines short or long-term goals and strategies to achieve them, coordinates with other organizations or parts of an organization, monitors progress, and evaluates outcomes.
- Teaching Others – Helps others learn through formal or informal methods, identifies training needs, provides constructive feedback, coaches others on how to perform tasks, and acts as a mentor.

Knowledge, Skills, and Abilities

- Considerable knowledge of: public administration principles, with particular reference to municipal administration including the basic principles of organization, public personnel administration, management and budget preparation. Knowledge of the organization and functions of the City's governmental units and of research techniques and the sources and availability of information with particular attention to planning, organizing and directing comprehensive administrative and management services. Must have experience and understand the principles and methods of strategic planning, performance measurement and process improvement.
- Considerable skill in: analytical thinking and have a clear understanding of governmental processes and procedures. Must be able to reconcile different viewpoints and make constructive policy recommendations.
- Ability to: address an array of problems associated with the day-to-day operation of municipal government, analyze a variety of administrative problems, make sound recommendations as to their solution, and prepare working procedures. Ability to maintain effective working relationships with the City Manager, Mayor and City Council, Department personnel, advocacy organizations, and the public. Ability to perform a broad range of supervisory responsibilities over others. Must have excellent

communication skills, both orally and in writing and be able to make presentation to the governing body, various committees and to the public.

Education Requirement

Bachelor's Degree with a concentration in Business Management, Public Administration, or related field.

Experience Requirement

Six (6) years of progressively responsible experience performing duties as outlined above, of which three (3) years were in managing relationships and complex administrative processes, preferably in local government.

Education and Experience Equivalency

One (1) year of the appropriate type and level of experience may be substituted for each required year of post-high school education. Additional appropriate education may be substituted for the minimum experience requirements.

Licensure and Certifications

Must possess a valid driver's license.

Special Requirements

Must obtain and maintain a City of Santa Fe driving permit within three (3) months of hire.

Must be willing to work flexible hours including evenings, holidays and weekends.

Physical

The physical demands listed here are representative of those that an employee would use to perform this job without an accommodation. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Periodic walking, standing, sitting, reaching, required in normal course of performing essential duties.

Hand and finger dexterity.

Use of computer, telephone, calculator, fax and copy machine.

Working Environment

Incumbent of the position performs in a typical office setting with appropriate climate controls.

Periodic local travel required in the normal course of job performance.

Pressure due to multiple calls and inquiries, subject to long irregular hours, subject to many interruptions.

EEO/ADA Compliance

The City of Santa Fe is an Equal Opportunity Employer. In compliance with the American's with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Veterans' Hiring Initiative

Pursuant to City of Santa Fe Resolution No. 2013-079, the City of Santa Fe Human Resources Department has implemented a Veterans' Hiring Initiative policy in order to provide opportunities for veterans who meet or exceed the minimum qualifications for city employment to obtain City employment. The Governing Body does not guarantee that a veteran shall be hired for the position being applied for, only that the veteran will be given an interview; and, it does not intend to supersede or modify any collective bargaining agreement that is currently in place with the City of Santa Fe.

Job applicants who are veterans with an honorable discharge from the military or are members of the National Guard or Reserve who have successfully completed basic training, must use the Veterans' Certification Form to identify themselves and then must attach a copy of their DD214 or DD215 and/or their proof of current Active, Guard or Reserve enlistment in order to certify their status for the position in which applying for.

Applications must be submitted online at:
https://santafenm.munisselfservice.com/employmentopportunities/

Resumes will not be accepted in lieu of the city application form, unless the position status is at-will. When required of the position, high school diploma/GED, college degree(s), certification(s), or license(s) must be attached at the time of submission of the application. Each applicant is considered only for the current vacancy indicated on the application submitted. It is the responsibility of the applicant to monitor any future openings and to submit a separate application for each position. Incomplete applications will not be considered. Applications become public record upon receipt and may be made available for public inspection upon request. Pre-placement physical exams, and drug and alcohol screenings are required for some positions. This job announcement is not intended to be inclusive of all functions, responsibilities and qualifications associated with the position, however, representative of the essential job functions and typical criteria considered necessary to successfully perform the position. This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the position change.

MEMORANDUM

TO: Governing Body
VIA: John Blair, City Manager John Blair (Jan 25, 2022 14:24 MST)
Mary McCoy, Finance Director
FROM: Manuel Gonzales, Interim ITT Director Manuel Gonzales (Jan 21, 2022 11:48 MST)
RE: FY22 Budget Adjustment
DATE: January 19, 2022

ITEM AND ISSUE:

Request for approval to create two (2) new FTE in the ITT Department. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-955-5531, Bradley Purdy, ITT Security Officer, bkpurdy@santafenm.gov, 505-955-5534)

BACKGROUND:

The Department is requesting to create two (2) new FTE, IT Security Analyst positions. These new positions will address Cyber Security Enhancement and Implementation of Cyber Security Software to best serve the City of Santa Fe. These positions will be Full Time, Classified/Non Union Exempt positions. The Security Analyst positions will directly assist the ITT Departments Security Officer.

FUNDING SOURCE:

The request to create make further investments in core city operations including the creation of 2 new positions the ITT Department will be funded for the remainder of FY22 using vacancy savings in the department.

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

CoSF Memo-FY22 - ITT final

Final Audit Report 2022-01-25

Created:	2022-01-21
By:	David Tapia (dctapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyiyJZsp7-Mp09v5D2deYtPqdQlm4MqoL

"CoSF Memo-FY22 - ITT final" History

Document created by David Tapia (dctapia@ci.santa-fe.nm.us)
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Document e-signed by John Blair (jwblair@santafenm.gov)
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Agreement completed.
2022-01-25 - 9:24:39 PM GMT

Adobe Sign

REGULAR GOVERNING BODY MEETING OF
JANUARY 26, 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 DURING THE 2022 LEGISLATIVE SESSION.	Finance 1/31/22 Quality of Life – 2/2/22 Public Works and Utilities – 2/7/22 Governing Body – 2/9/22
	A RESOLUTION ADOPTING NEXT STEPS FOR THE REUSE AND REDEVELOPMENT OF THE MIDTOWN PROPERTY INCLUDING APPLYING FOR LAND USE REZONING, GENERAL PLAN AMENDMENT, AND A MASTER PLAN; ADOPTING A COMMUNITY DEVELOPMENT PLAN; ISSUING CERTAIN REQUESTS FOR PROPOSALS; CONDUCTING CERTAIN STUDIES AND ASSESSMENTS; AND SEEKING THE ACQUISITION OF LAND LOCATED WITHIN OR ADJACENT TO THE MIDTOWN SITE.	Governing Body (Introduction of Resolution) – 1/26/22 Quality of Life Committee – 2/2/22 Public Works/Public Utilities – 2/7/22 Economic Development Advisory Committee (EDAC) 2/9/22 Finance Committee – 2/14/22

Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Jamie Cassutt		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Michael J. Garcia		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Signe I. Lindell		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Chris Rivera		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

This document is subject to change.

Councilor Carol Romero-Wirth		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Lee Garcia		
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
Memorandum

Date: January 21, 2022

To: Governing Body (Introduction of Resolution) - January 26
Quality of Life Committee – February 2
Public Works/Public Utilities – February 7
Economic Development Advisory Committee (EDAC) – February 9
Finance Committee – February 14
Governing Body – February 23

From: Rich Brown, Director – Community and Economic Development RB

CC: Daniel Hernandez, Midtown Redevelopment Project Manager (Proyecto)

RE: Resolution: Midtown Moving Forward – Predevelopment Actions

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EXECUTIVE SUMMARY:
The Resolution before the Governing Body authorizes and directs staff to proceed with specific predevelopment actions to achieve certain public policy goals for the redevelopment of the Midtown Site. These goals have been articulated in the Midtown Planning Guidelines, which were the result of public input during the Concept Phase in 2018, and pursuant to Resolution No. 2018-54, as well as confirmed through current public engagement efforts.

BACKGROUND:
The Office of Economic Development (OED) presented an action plan to the Governing Body for starting the planning and predevelopment phases of Midtown Property in a memorandum issued by the Director of Community and Economic Development, Richard Brown, dated March 26, 2021. The OED and the City's consultants held several public engagement events, planning sessions, and web and in-person surveys to obtain a broad cross-section of feedback regarding the implementation phase. The community engagement in tandem with the Midtown Planning Guidelines has solidified certain actions that can move forward to start the predevelopment phase, staff has memorialized the actions for moving forward in the attached Resolution.

ACTION REQUESTED:
Authorization and direction for staff to proceed with the following predevelopment actions:

1. Rezone, Amend the General Plan, and Adopt a Master Plan: prepare and submit an application for (i) land use zoning the Midtown Property to a C-2 District; (2) amending the General Plan; and (3) a master plan.
2. Community Development Plan: Develop a Community Development Plan to achieve an equitable and sustainable Midtown District that is informed by Resolution No. 2015-65, informally referred to in the Planning Guidelines as the "Resident Bill of Rights," and through the public engagement process. The Community Development Plan should be prepared for Governing Body approval as a Resolution and identify the public policy goals to be delivered as development occurs.

3. Request for Proposals for the Visual Arts Center: Issue a Request for Proposals (RFP) for the redevelopment and reuse of the existing buildings and barracks within the Visual Arts Center as a "local community arts and culture hub".
4. Request for Proposals for Garson Studios: Issue an RFP for the redevelopment, expansion, and operation of the Garson Studios with the goals of creating a full-service studio for film and multimedia production, including pre- and post- production facilities; and retaining existing jobs and creating new job opportunities at various skill levels within the production industry and facilities. The criteria for selecting a proposal should include an evaluation of how a proposal addresses cooperation with local and state higher education institutions to create professional training programs that ensure the retention and enhancement of jobs in the film and multimedia industry.
5. Request for Proposals for the Garson Performance Theater: Issue an RFP for the redevelopment and reuse of the existing performance theater as a publically accessible venue for local, regional, and visiting national and international groups.
6. Fogelson Complex Reuse for a Public Library, Civic Space, and Innovation Center: Propose a plan for the redevelopment and reuse of the Fogelson Library Complex, commencing with due diligence activities related to building systems and other code requirements; planning and programming of the Complex; and identifying potential partners to facilitate these programs at the Complex.
7. Viability analysis of Government and Community Services Building: Study the viability of locating city facilities on the Midtown Property or on adjacent city-owned parcels within the broader Midtown District.
8. Metropolitan Redevelopment Act (MRA) and/or Tax Increment Development District (TIDD): Make recommendations to the Governing Body regarding the use of a MRA and/or a TIDD for the Midtown District.

Acquiring adjacent parcels of land: Proceed with all tasks and activities for a land swap of critical State-owned parcels and for the acquisition of critical federally owned parcels adjacent to the Midtown Site.

ATTACHMENTS:

- Resolution: Midtown Moving Forward – Predevelopment Actions
- Financial Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt Councilor Amanda Chavez

A RESOLUTION

ADOPTING NEXT STEPS FOR THE REUSE AND REDEVELOPMENT OF THE MIDTOWN PROPERTY INCLUDING APPLYING FOR LAND USE REZONING, GENERAL PLAN AMENDMENT, AND A MASTER PLAN; ADOPTING A COMMUNITY DEVELOPMENT PLAN; ISSUING CERTAIN REQUESTS FOR PROPOSALS; CONDUCTING CERTAIN STUDIES AND ASSESSMENTS; AND SEEKING THE ACQUISITION OF LAND LOCATED WITHIN OR ADJACENT TO THE MIDTOWN SITE.

WHEREAS, the Governing Body adopted Resolution No. 2018-54, the Midtown Planning Guidelines (Guidelines), which resulted from substantial public input regarding the 65 acre property formerly known as the College of Santa Fe and referred to as the "Midtown Property"; and

WHEREAS, the Guidelines established that the City's public policy goals for the Midtown Property are to move forward with the planning and predevelopment for the development of an innovative, inclusive, and integrated Midtown District; and

WHEREAS, the Midtown Property is currently zoned R-1 and listed as "Institutional" under the General Plan, which prevents development consistent with most of the land use incentives made available in the Midtown LINC Overlay District; and

WHEREAS, the City's public engagement partners and other City representatives have been collecting, and have established plans to continue to collect, public input for creating a Master Plan for the Midtown Site and for economic and development feasibility; and

WHEREAS, the Office of Economic Development (OED) presented an Action Plan to the Governing Body for starting the planning and predevelopment phases of Midtown Property in a memorandum issued by the Director of Community and Economic Development, Richard Brown, dated March 26, 2021; and

WHEREAS, the City has retained consultants to assist with the Midtown Property's rezoning, general plan amendments, master plan, financial modeling and public engagement; and

WHEREAS, the City's consultants and the OED held several public engagement events, including a block party and planning sessions, web and in-person surveys, documented interviews, as well as presentations to various civic organizations and city council meetings to obtain broad community feedback on the future development of the Midtown Property; and

WHEREAS, the Guidelines identified various preferred uses, including arts, film, and a library with educational uses for the Midtown Property, and the community engagement feedback gathered after the Governing Body adopted the Guidelines has confirmed those prioritized uses; and

WHEREAS, the Midtown Property has buildings and personal property that could facilitate the arts, film, and library uses as initial projects; and

WHEREAS, the existing Garson Studios' limited sound stages, lot area, and modern facilities constrain it from attracting a broader range of film and multimedia production and limit its ability to host pre- and post- production activities;

WHEREAS, in order to increase its revenue potential, create new jobs and a film training program, and retain local professional film crews, Garson Studios needs to expand and modernize the existing studio area to establish a competitive production campus; and

WHEREAS, the Midtown Property is abutted by key properties owned by the State, federal government, and public schools that, if owned by the City, would improve the access and connectivity of the Midtown Property to adjacent neighborhoods and to the rest of the city, to create a more viable development project; and

WHEREAS, redevelopment of the Midtown Property will require investment of public and private resources, which could include strategies such as a Metropolitan Redevelopment Area and/or a Tax Increment Development District to provide development incentives and leverage other financial instruments; and

WHEREAS, the City requires temporary space for City offices and services, as the City undertakes analysis and predevelopment activities regarding the feasibility of a government facility to replace the existing dilapidated and outdated city hall structure;

WHEREAS, the Midtown Property has certain buildings that may be occupied on a temporary basis for city offices and services until a new city hall is developed; and

WHEREAS, key items the OED proposed in the Action Plan and presented to the Governing Body in monthly progress reports require Governing Body's direction.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager is authorized and directed to proceed with the following predevelopment actions to achieve the public policy goals described above for the redevelopment of the Midtown Property:

1. Rezone, Amend the General Plan, and Adopt a Master Plan: prepare and submit an application for (i) land use zoning the Midtown Property to a C-2 District; (2) amending the General Plan; and (3) a master plan.

2. Community Development Plan: Develop a Community Development Plan to achieve an equitable and sustainable Midtown District that is informed by Resolution No. 2015-65, informally referred to in the Planning Guidelines as the "Resident Bill of Rights," and through the public engagement process. The Community Development Plan should be prepared for Governing Body approval as a Resolution and identify the public policy goals to be delivered as development occurs.

3. Request for Proposals for the Visual Arts Center: Issue a Request for Proposals (RFP) for the redevelopment and reuse of the existing buildings and barracks within the Visual Arts Center as a "local community arts and culture hub".

4. Request for Proposals for Garson Studios: Issue an RFP for the redevelopment, expansion, and operation of the Garson Studios with the goals of creating a full-service studio for film and multimedia production, including pre- and post-production facilities; and retaining existing jobs and creating new job opportunities at various skill levels within the production industry and facilities. The criteria for selecting a proposal should include an evaluation of how a proposal addresses cooperation with local and state higher education institutions to create professional training programs that ensure the retention and enhancement of jobs in the film and multimedia industry.

5. Request for Proposals for the Garson Performance Theater: Issue an RFP for the redevelopment and reuse of the existing performance theater as a publically accessible venue for local, regional, and visiting national and international groups.

6. Fogelson Complex Reuse for a Public Library, Civic Space, and Innovation Center: Propose a plan for the redevelopment and reuse of the Fogelson Library Complex, commencing with due diligence activities related to building systems

and other code requirements; planning and programming of the Complex; and identifying potential partners to facilitate these programs at the Complex.

7. Viability analysis of Government and Community Services Building: Study the viability of locating city facilities on the Midtown Property or on adjacent city-owned parcels within the broader Midtown District.

8. Metropolitan Redevelopment Act (MRA) and/or Tax Increment Development District (TIDD): Make recommendations to the Governing Body regarding the use of a MRA and/or a TIDD for the Midtown District.

9. Acquiring adjacent parcels of land: Proceed with all tasks and activities for a land swap of critical State-owned parcels and for the acquisition of critical federally owned parcels adjacent to the Midtown Site.

BE IT FURTHER RESOLVED that the Governing Body wishes to continue to receive Progress reports on a monthly basis, with updates on the actions listed above.

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/2022/Resolutions/Midtown*

1 *Moving Forward*

FIR No. 10354

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: _____

Short Title(s): **Midtown Moving Forward – Predevelopment Actions**

Sponsor(s): **Mayor Alan Webber**

Reviewing Department(s): **Office of Economic Development**

Staff Completing FIR: **Rich Brown** Date: **1/21/22** Phone: **955-6625**

Reviewed by City Attorney: _____ Date: Jan 21, 2022

Reviewed by Finance Director: _____ Date: Jan 21, 2022

Summary:
Pursuant to Resolution No. 2018-54 approved by the City of Santa Fe Governing, and the Midtown Planning Guidelines, which describes a vision, priority land uses, as well as public and community development policy objectives, which are to be based on the Resident Bill of Rights (Resolution 2015-65), the Office of Economic Development is proceeding with specific actions identified in these previously approved Resolutions. The Office of Economic Development has identified predevelopment action items that were developed in the Concept Phase undertaken in 2018, and confirmed in the current Planning Phase of predevelopment. These predevelopment actions were developed through public engagement and input, City staff reviews, and in consultation and advice from the City's consultant planning team. In addition, the predevelopment action items were included in various public presentations to the Governing Body based on a Memorandum to the Governing Body from the Office of Economic Development dated March 26, 2021.

Departments Affected:
Primarily: Office of Economic Development; Public Works Department; Land Use Department; Legal Department In collaboration with: Arts & Culture Department; Finance Department; Community Services Department with Libraries

Consequences of Not Enacting Legislation:
With the City of Santa Fe as the owner of the Midtown Site, the redevelopment of Site is a public priority since assuming full responsibility of the property in May 2018 when the previous lessee, Laureate Education Inc., with the Santa Fe University of Art & Design, and its parent company, ceased operations. The City's responsibility includes paying operating expenses, which were previously paid through lease payments. Presently, income from temporary leases equals approximately $750,000 per year, to pay operating expenses including payment of outstanding debt payments related to an existing bond secured to purchase the property, which total approximately $5,000,000 per year. In addition, based on Resolution No. 2018-54, as well as Resolution No. 2017-78, public input and the Governing Body directed the City Manager to undertake a series of actions to ensure that the future of Midtown include: educational uses; film industry expansion; affordable and workforce housing development; 21st century public library at Fogelson Library; inclusive public engagement; coordination with adjacent landowners; work with local businesses; reduce impact of operating expenses; explore governance models for the operation of Midtown to achieve a shared public vision. Not enacting the predevelopment action items in this Resolution further delays the City's ability to achieve these public policies that have been articulated in previous Resolutions identified herein.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This Resolution, is directly related to, builds primarily on, the following key Resolutions: Resolution No. 2017-78 and Resolution No. 2018-54.

Performance and Administrative Implications:
None for the time being because the Office of Economic Development is hiring an Assistant Development Manager for Midtown. Additionally, we have extend the contracts for both Development Project Management (Proyecto) and Land Economics/Urban Planning (Strategic Economics)

Fiscal Implications:
If the City does not undertake these predevelopment actions, proceeding with vertical real estate development will be significantly stalled, which will negatively impact residual land value of the Midtown Site and mitigate the ability of the Site to be redeveloped. Vacant under-utilized public land will have negative economics on adjacent properties, as well. In addition, the potential for creating jobs, tax revenues, land values through public dispositions, as well as creating opportunities for development on adjacent parcels and Opportunity Zone Investments, are greatly diminished.

Fiscal Impact

_____ Check here if no fiscal impact

City of Santa Fe, New Mexico
Memorandum

Date: January 21, 2022

To: Governing Body

From: Rich Brown, Community Development Director
Regina Wheeler, Public Works Director
Kyra Ochoa, Public Health & Safety Director

CC: John Blair, City Manager

RE: Establishing additional 2022 Legislative Funding Priorities based on the potential availability of additional funding

---

EXECUTIVE SUMMARY:

The 2022 New Mexico Legislature has additional funding for local appropriations. With this resolution, the City establishes additional funding priorities to submit to the 2022 Legislature. These additional requests address critical community needs resulting from the COVID pandemic and subsequent economic downtown from March 2020 through the present. The recommended additional funding priorities total $135,000,000 and are presented below in the proposed order of priority

- $30,000,000 Airport Expansion Phase II and new access road
- $30,000,000 for construction of a Food Innovation, Cannabis and Bioscience Manufacturing HUB Center at proposed South Meadows Crossing
- $20,000,000 for Guarantee Income Program for Job Training and Workforce Development
- $20,000,000 for Supportive, Permanent and Workforce Housing Development
- $5,000,000 for Early Childcare Services and Workforce Development
- $20,000,000 for Santa Fe Garson Film Studios Infrastructure Expansion Project
- $5,000,000 for Small Business and Local Tourism Recovery and Resiliency Programs
- $5,000,000 for COVID Testing/Vaccination Kits and PPE Materials for affected Communities

BACKGROUND:

The Governing Body adopted and submitted its 2023-2027 Infrastructure and Capital Improvement Plan (ICIP) and Legislative Priorities Resolution to the 2022 New Mexico Legislature requesting priorities. The City has other urgent funding needs that qualify as "urgent economic recovery projects" under the State and Local Fiscal Recovery Fund ("SLFRF"), a program under the American Rescue Plan Act ("ARPA").

DRAFT

ACTION REQUESTED:

Approval of Resolution No. 2022_ to establish additional legislative funding priorities based on the potential availability of additional funding from the State's America Rescue Plan Act (ARPA) funding.

ATTACHMENTS:

Resolution No 2022_
FIR - Additional Legislative Funding Priorities Worksheet

DRAFT

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ESTABLISHING ADDITIONAL LEGISLATIVE FUNDING PRIORITIES BASED ON THE POTENTIAL AVAILABILITY OF ADDITIONAL FUNDING DURING THE 2022 LEGISLATIVE SESSION.

WHEREAS, the Governing Body has adopted and submitted its 2023-2027 Infrastructure Capital Improvement Plan (ICIP) to the New Mexico Department of Finance and Administration as required to seek funding from the 2022 legislative session for any of the 56 projects on the ICIP;

WHEREAS, the Governing Body adopted its Legislative Priorities Resolution for the 2022 New Mexico Legislative Session on October 27, 2021 and has shared that with the legislative delegation; and

WHEREAS, the capital priorities established by the Resolution are, in order of priority:

1. $11,000,000 for the Santa Fe Regional Airport terminal expansion;
2. $3,500,000 for Phase II improvements of SWAN Park;
3. $10,000,000 for infrastructure improvements at the Midtown Santa Fe property;

4. $3,000,000 for citywide median beautification safety improvements; and

5. $9,380,000 for the construction of Fire Station #2; and

6. $4,414,005 for bicycle and pedestrian infrastructure improvements in each city council district; and

WHEREAS, the City has other urgent funding needs that qualify as "urgent economic recovery projects" under the State and Local Fiscal Recovery Fund ("SLFRF"), a program under the American Rescue Plan Act ("ARPA"); and

WHEREAS, in addition to SLFRF funds, the State of New Mexico is also projected to have unprecedented levels of funding available for capital projects across the state, providing the City with a rare opportunity to receive additional funding for needed projects; and

WHEREAS, the City has additional priorities for which supplemental funding would be used if received.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby establishes additional funding priorities for consideration by the New Mexico Legislature during the 2022 Legislative Session:

1. $30,000,000 for Santa Fe Airport expansion and access road development;

2. $20,000,000 for Midtown District predevelopment, including horizontal land development infrastructure, transportation access, and s remediation;

3. $30,000,000 for construction of a "Food Innovation, Cannabis and Bioscience Manufacturing HUB Center" at proposed South Meadows Crossing;

4. $50,000,000 for a "Guarantee Income Program" for job training and workforce development;

5. $50,000,000 for supportive, permanent, and workforce housing development;

6. $5,000,000 for early childcare services and workforce development;

7. $20,000,000 for Santa Fe Garson Film Studios infrastructure expansion project;

8. $5,000,000 for small business and local tourism recovery and resiliency programs; and

9. $5,000,000 for COVID testing/vaccination kits and personal protective equipment for affected Communities.

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to Governor Michelle Lujan Grisham, the House and Senate leadership of the New Mexico Legislature, and the Santa Fe legislative delegation.

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/Supplement Funding Priorities

FIR No. 10378

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Additional Legislative Funding Priorities**

Sponsor(s): **Mayor Alan Webber**

Reviewing Department(s): **Community Development, Public Works, Public Health & Safety**

Staff Completing FIR: **Rich Brown** Date: **1/19/2022** Phone: **955-6625**

Reviewed by City Attorney: _____ Date: Jan 21, 2022

Reviewed by Finance Director: _____ Date: Jan 23, 2022

Summary:
The Governing Body adopted its Infrastructure Legislative Priorities Resolution for the 2022 New Mexico Legislative Session on October 27, 2021 with established capital outlay priorities. This Resolution recognizes that the City has other urgent funding needs that qualify as "urgent economic recovery projects" under the State and Local Fiscal Recovery Fund ("SLFRF"), a program under the American Rescue Plan Act ("ARPA").

Departments Affected:
Community Development, Public Works, and Public Health & Safety

Consequences of Not Enacting Legislation:
Not enacting this legislative could forgo the opportunity to increase the allocation of funds to the City of Santa Fe in the 2022 Legislative Session. Additional State funding would allow the City to enhance and reach a larger target resident affected by the ongoing health pandemic and subsequent economic downturn.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This resolution complements the resolutions adopting the 2023-2027 ICIP and the resolution adopting the Governing Body's priorities for the 2023 legislative session, Resolutions 2021-53 and 2021-59. Additional funding priorities in this resolution either enhance current priorities or are new, non-capital intensive priorities.

Performance and Administrative Implications:
Should funding be awarded by the legislature, additional resources will be required to deploy the projects and funds. Those additional resources can be funded by the grant.

Fiscal Implications:
Adoption of the resolution will not have fiscal impacts, but adopting it provides the greater potential for significant additional revenue to the City to meet community needs and greater associated costs of managing the revenue.

Fiscal Impact

___x__ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
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	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other (State ARPA)			$		
Total	$	$	$		

Revenue Narrative:

City of Santa Fe, New Mexico
Memorandum

Date: January 22, 2022

To: Governing Body

From: Rich Brown, Community Development Director RB
Regina Wheeler, Public Works Director
Kyra Ochoa, Public Health & Safety Director

CC: John Blair, City Manager

RE: Establishing additional 2022 Legislative Funding Priorities based on the potential availability of additional funding

---

EXECUTIVE SUMMARY:

The 2022 New Mexico Legislature has additional funding for local appropriations. With this resolution, the City establishes additional funding priorities to submit to the 2022 Legislature. These additional requests address critical community needs resulting from the COVID pandemic and subsequent economic downtown from March 2020 through the present. The recommended additional funding priorities total $135,000,000 and are presented below in the proposed order of priority

- $30,000,000 Airport Expansion Phase II and new access road
- $30,000,000 for construction of a Food Innovation, Cannabis and Bioscience Manufacturing HUB Center at proposed South Meadows Crossing
- $20,000,000 for Guarantee Income Program for Job Training and Workforce Development
- $20,000,000 for Supportive, Permanent and Workforce Housing Development
- $5,000,000 for Early Childcare Services and Workforce Development
- $20,000,000 for Santa Fe Garson Film Studios Infrastructure Expansion Project
- $5,000,000 for Small Business and Local Tourism Recovery and Resiliency Programs
- $5,000,000 for COVID Testing/Vaccination Kits and PPE Materials for affected Communities

BACKGROUND:

The Governing Body adopted and submitted its 2023-2027 Infrastructure and Capital Improvement Plan (ICIP) and Legislative Priorities Resolution to the 2022 New Mexico Legislature requesting priorities. The City has other urgent funding needs that qualify as "urgent economic recovery projects" under the State and Local Fiscal Recovery Fund ("SLFRF"), a program under the American Rescue Plan Act ("ARPA").

City of Santa Fe, New Mexico
Memorandum

ACTION REQUESTED:

Approval of Resolution No. 2022_ to establish additional legislative funding priorities based on the potential availability of additional funding from the State's America Rescue Plan Act (ARPA) funding.

ATTACHMENTS:

Resolution No 2022_
FIR - Additional Legislative Funding Priorities Worksheet

Signature: *Richard Brown*

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

Signature:

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

Signature:

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

Supplemental Legislative Funding Priorities (For Signature)

Interim Agreement Report 2022-01-24

Created:	2022-01-22
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAASjdL7uF6LO78cp8DcKeHu4s4Yv___IKX

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.

"Supplemental Legislative Funding Priorities (For Signature)" History

Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)
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Document emailed to Erin Mcsherry (ekmcsherry@ci.santa-fe.nm.us) for signature
2022-01-22 - 0:40:24 AM GMT

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2022-01-22 - 1:04:56 AM GMT- IP address: 104.47.64.254

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Signature Date: 2022-01-22 - 1:06:02 AM GMT - Time Source: server- IP address: 63.232.20.2

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Signature Date: 2022-01-24 - 0:27:59 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@ci.santa-fe.nm.us) for signature

2022-01-24 - 0:28:01 AM GMT

FIR No. 10378

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Additional Legislative Funding Priorities**

Sponsor(s): **Mayor Alan Webber**

Reviewing Department(s): **Community Development, Public Works, Public Health & Safety**

Staff Completing FIR: **Rich Brown** Date: **1/19/2022** Phone: **955-6625**

Reviewed by City Attorney: _____ Date: Jan 21, 2022

Reviewed by Finance Director: _____ Date: Jan 23, 2022

Summary:
The Governing Body adopted its Infrastructure Legislative Priorities Resolution for the 2022 New Mexico Legislative Session on October 27, 2021 with established capital outlay priorities. This Resolution recognizes that the City has other urgent funding needs that qualify as "urgent economic recovery projects" under the State and Local Fiscal Recovery Fund ("SLFRF"), a program under the American Rescue Plan Act ("ARPA").

Departments Affected:
Community Development, Public Works, and Public Health & Safety

Consequences of Not Enacting Legislation:
Not enacting this legislative could forgo the opportunity to increase the allocation of funds to the City of Santa Fe in the 2022 Legislative Session. Additional State funding would allow the City to enhance and reach a larger target resident affected by the ongoing health pandemic and subsequent economic downturn.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This resolution complements the resolutions adopting the 2023-2027 ICIP and the resolution adopting the Governing Body's priorities for the 2023 legislative session, Resolutions 2021-53 and 2021-59. Additional funding priorities in this resolution either enhance current priorities or are new, non-capital intensive priorities.

Performance and Administrative Implications:
Should funding be awarded by the legislature, additional resources will be required to deploy the projects and funds. Those additional resources can be funded by the grant.

Fiscal Implications:
Adoption of the resolution will not have fiscal impacts, but adopting it provides the greater potential for significant additional revenue to the City to meet community needs and greater associated costs of managing the revenue.

Fiscal Impact

___x__ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
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	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other (State ARPA)			$		
Total	$	$	$		

Revenue Narrative:

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;*

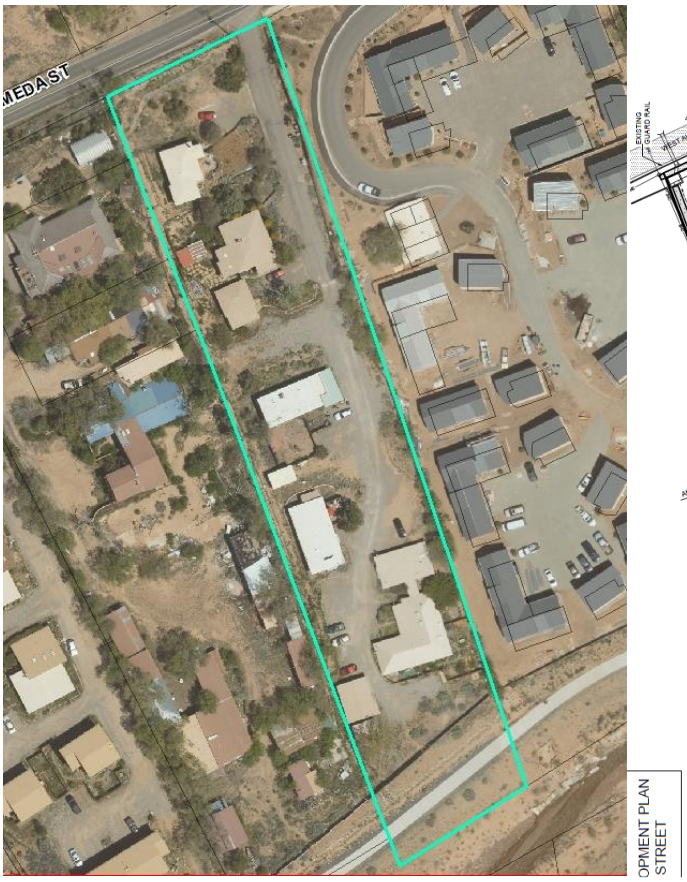
  or

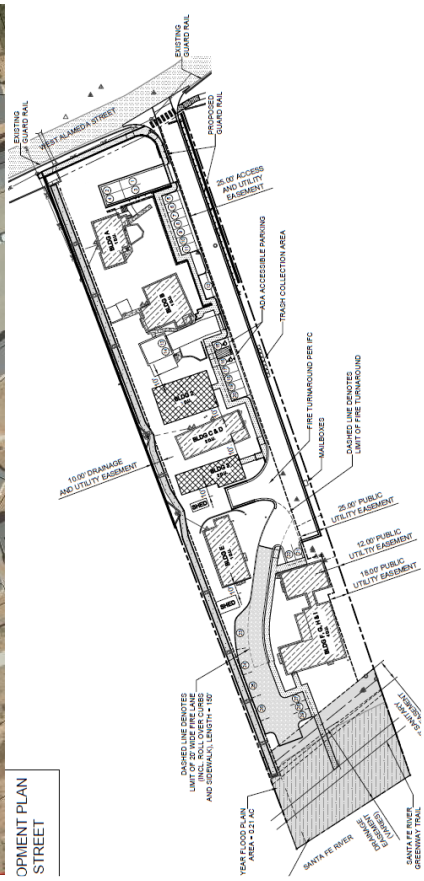
- ***Move to deny*** *the final development plan for 2190 W. Alameda Street, and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

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	

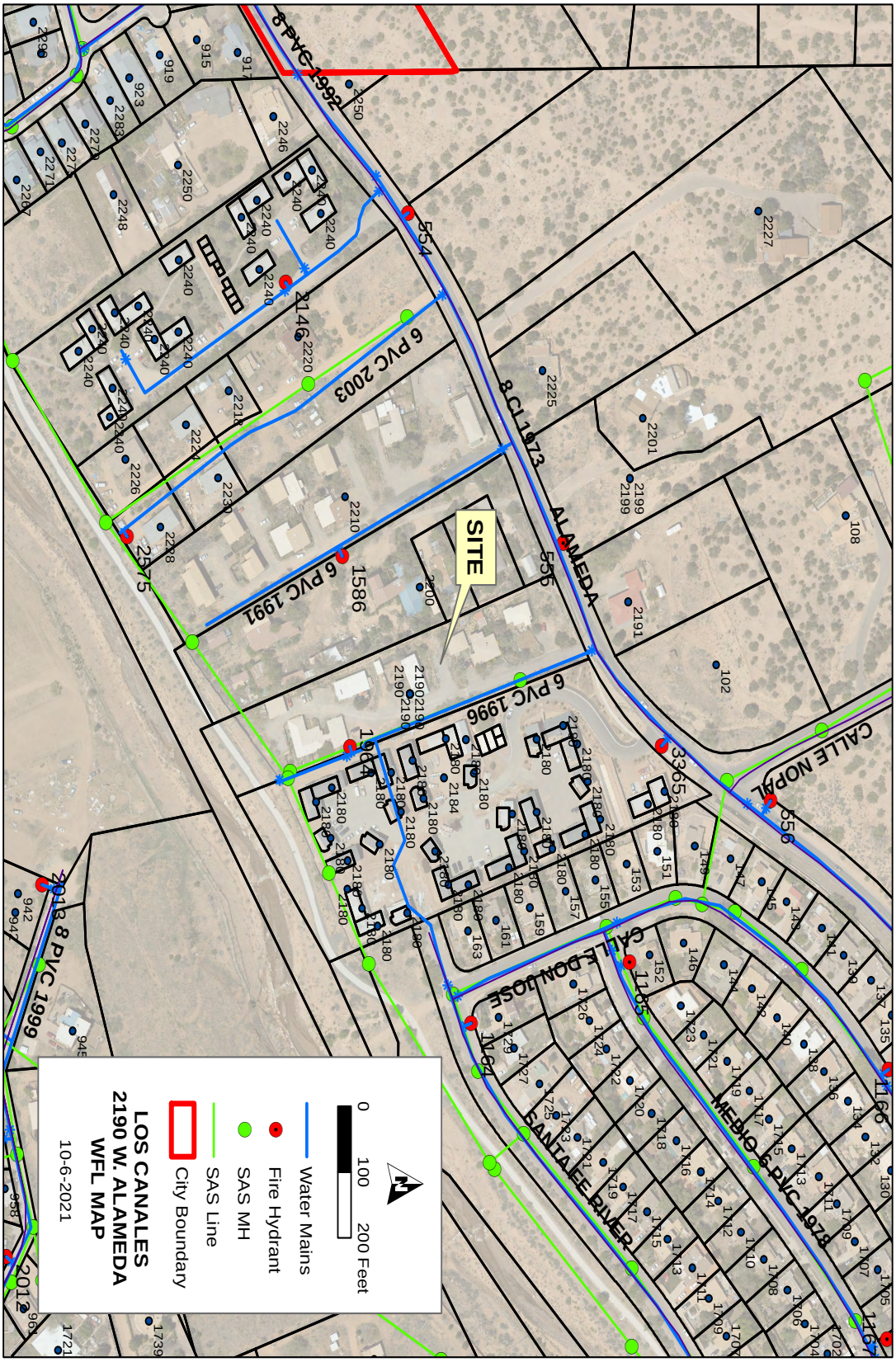
Technical Corrections*:	Must be completed by:
1	
2	
3	
4	

*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
ALAMEDA
CALLE NOPAL
CALLE DON JOSE
SANTA FE RIVER
MEDIO 6 PVC 1978
8 PVC 1992
8 CI 1973
6 PVC 2003
6 PVC 1991
6 PVC 1996
8 PVC 1999
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,

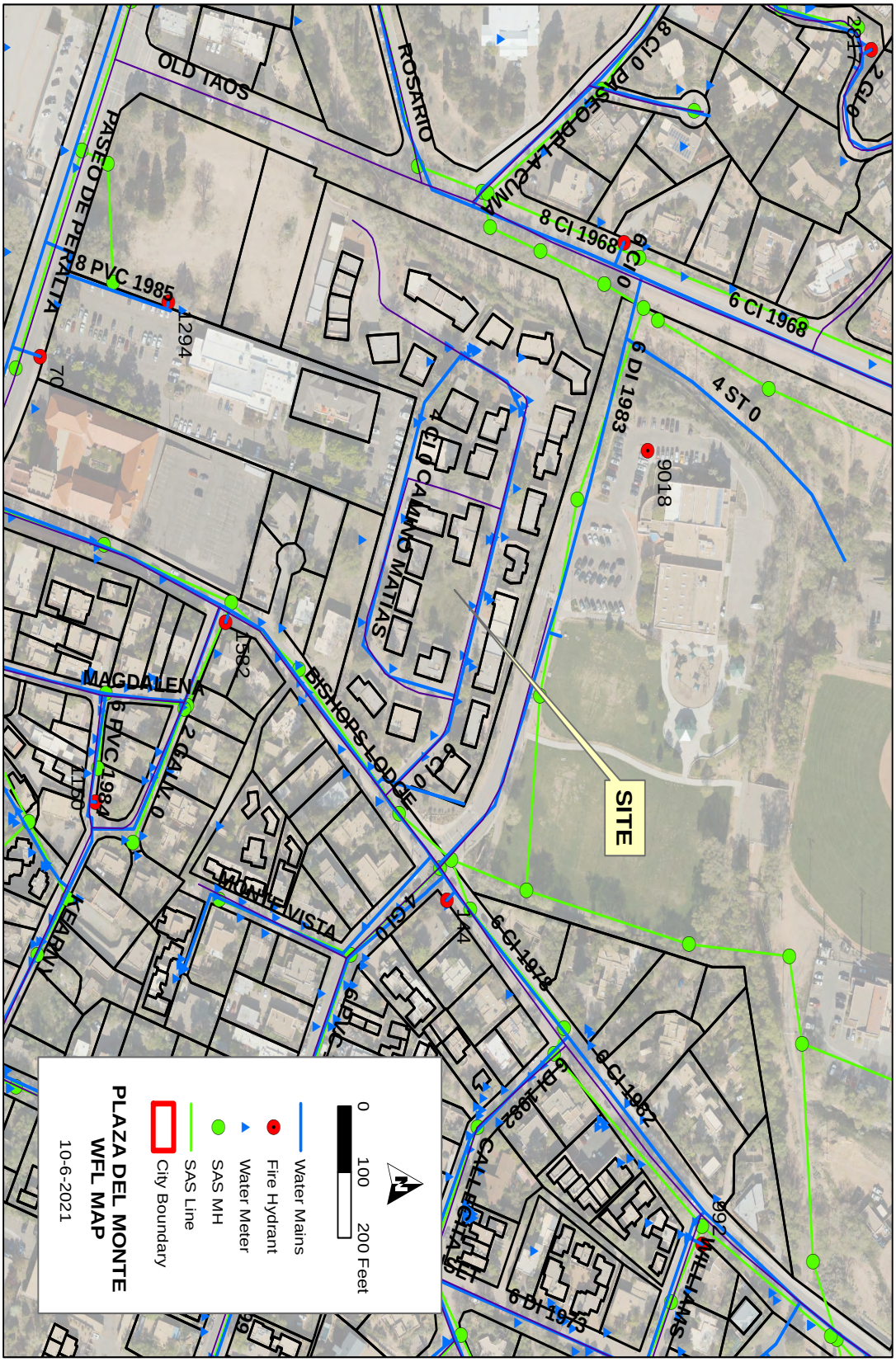
I have two DRT cases that I would like to go over in tomorrow's Development meeting.

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



OLD TAOS
ROSARIO
PASEO DE PERALTA
8 PVC 1985
1294
70
8 CI 0 PASEO DE LA CUMA
8 CI 1968
6 CI 0
6 CI 1968
6 DI 1983
4 ST 0
9018
4 CI 0 CAMINO MATIAS
MAGDALENA
1582
BISHOPS LODGE
6 PVC 1984
2 GALV 0
1150
SITE
MONTE VISTA
KEARNY
4 GI 0
144
6 CI 1978
6 PVC
6 CI 1982
6 DI 1982
CALLE CITA
992
WILLIAMS
6 DI 1973
2 GI 0
2817
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

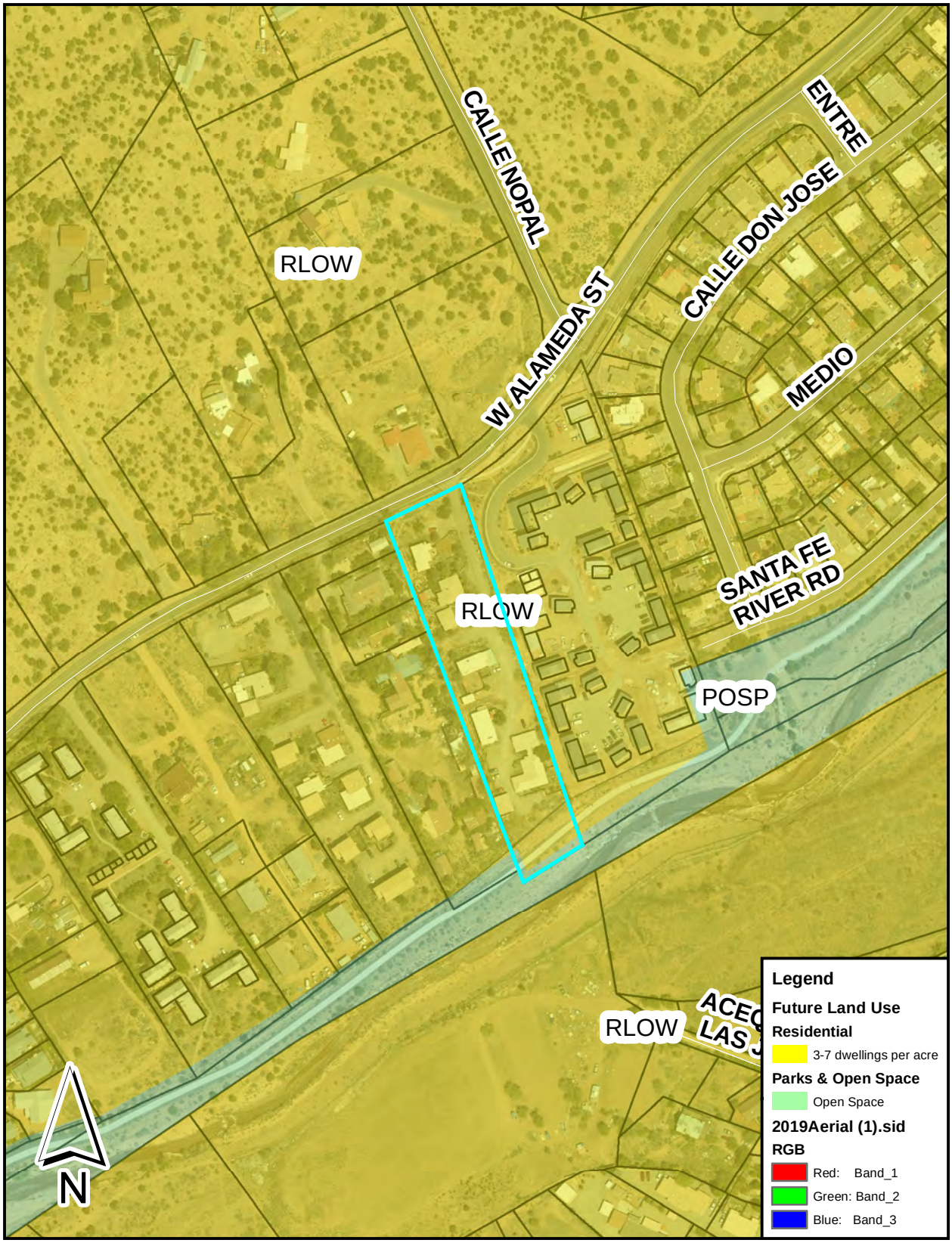


Exhibit C2: Current Zoning Map



Exhibit C3: Aerial View

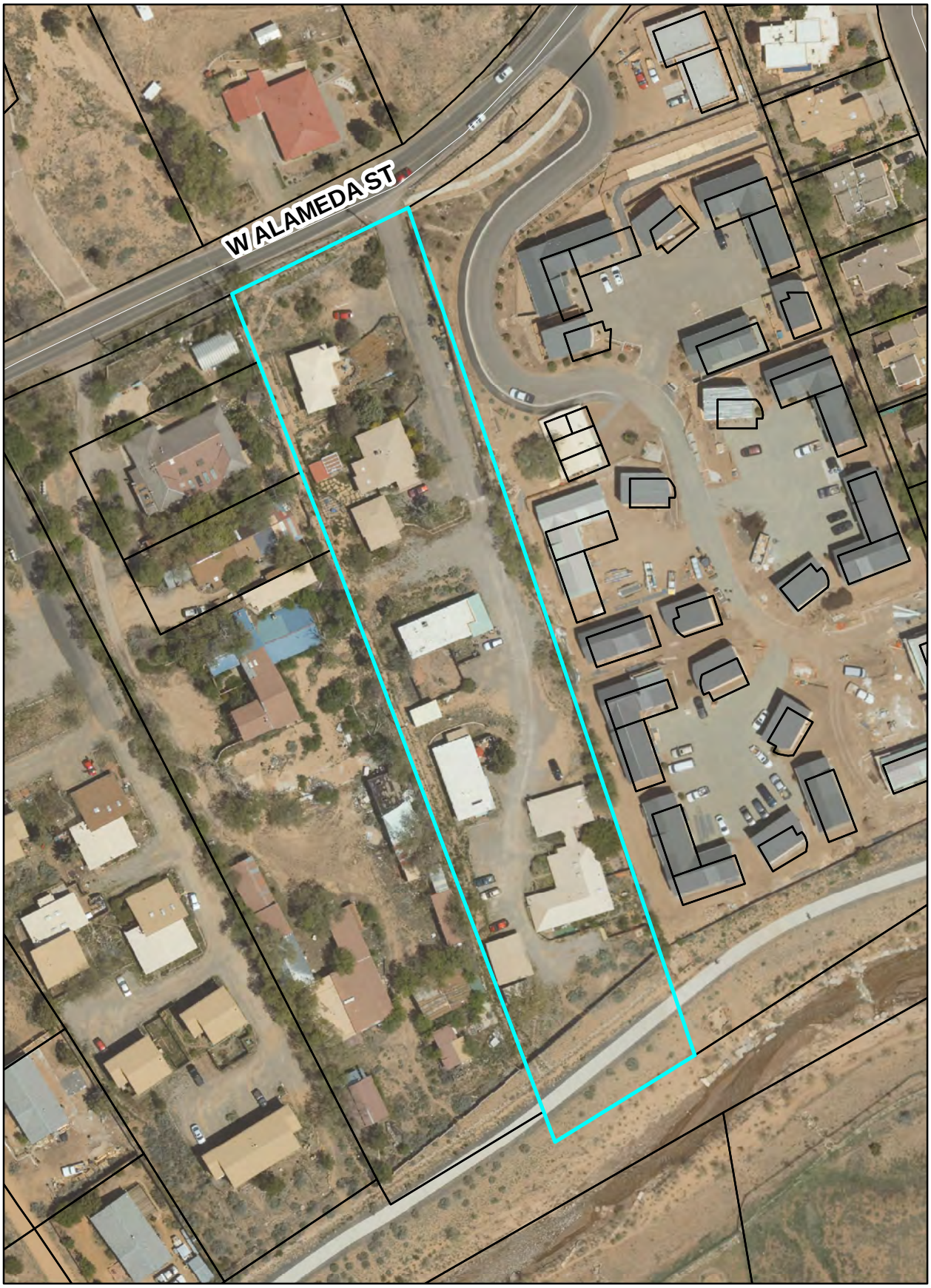


Exhibit C4: Google Views

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.*

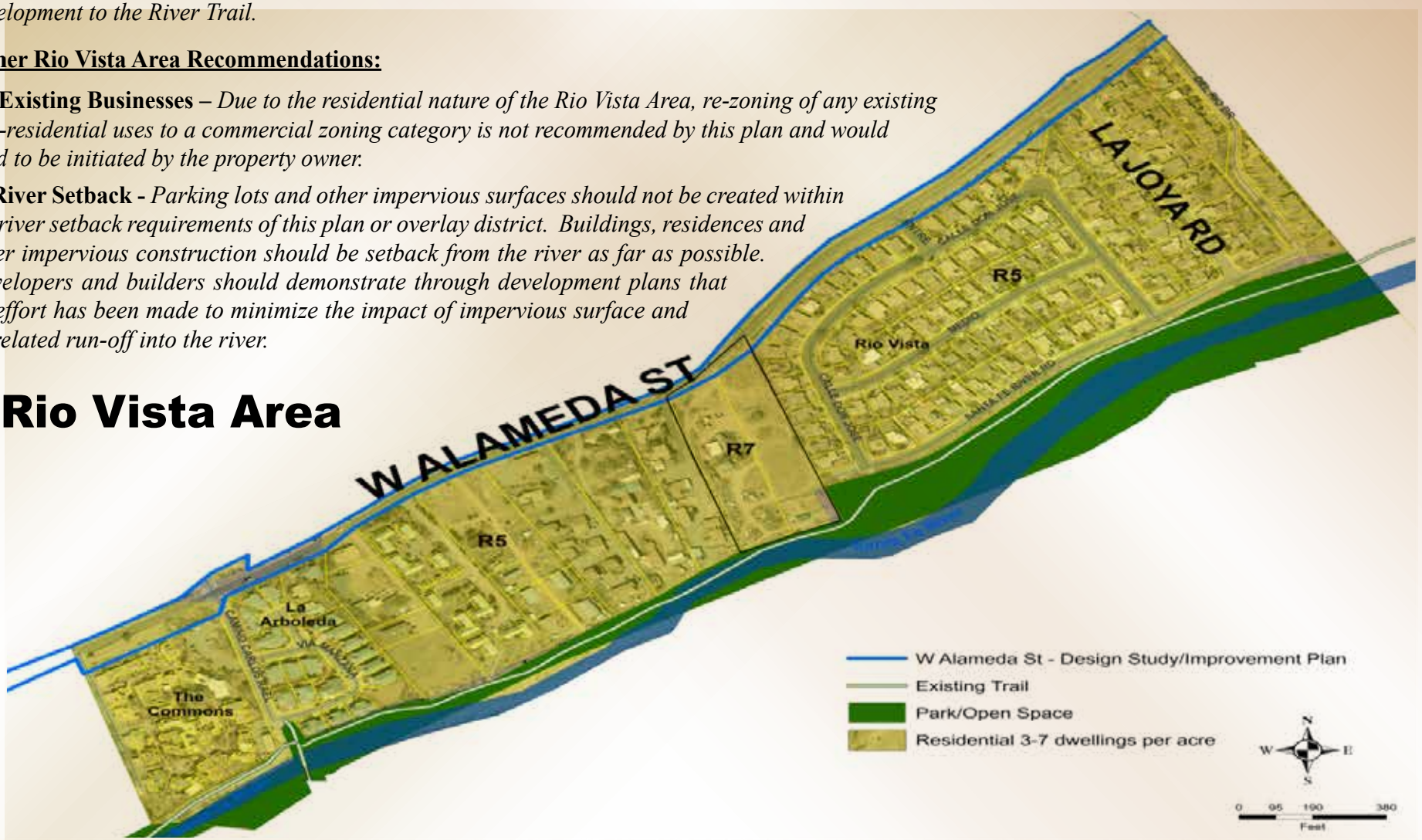
D. Historical Surveys/Archaeology Reconnaissance – *The Rio Vista Area is within the city's "River and Trails Archaeological Review District" and clearance permits are required of all developments over two (2) acres in size where previous archaeological reconnaissance, excavation or other treatment has 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.*

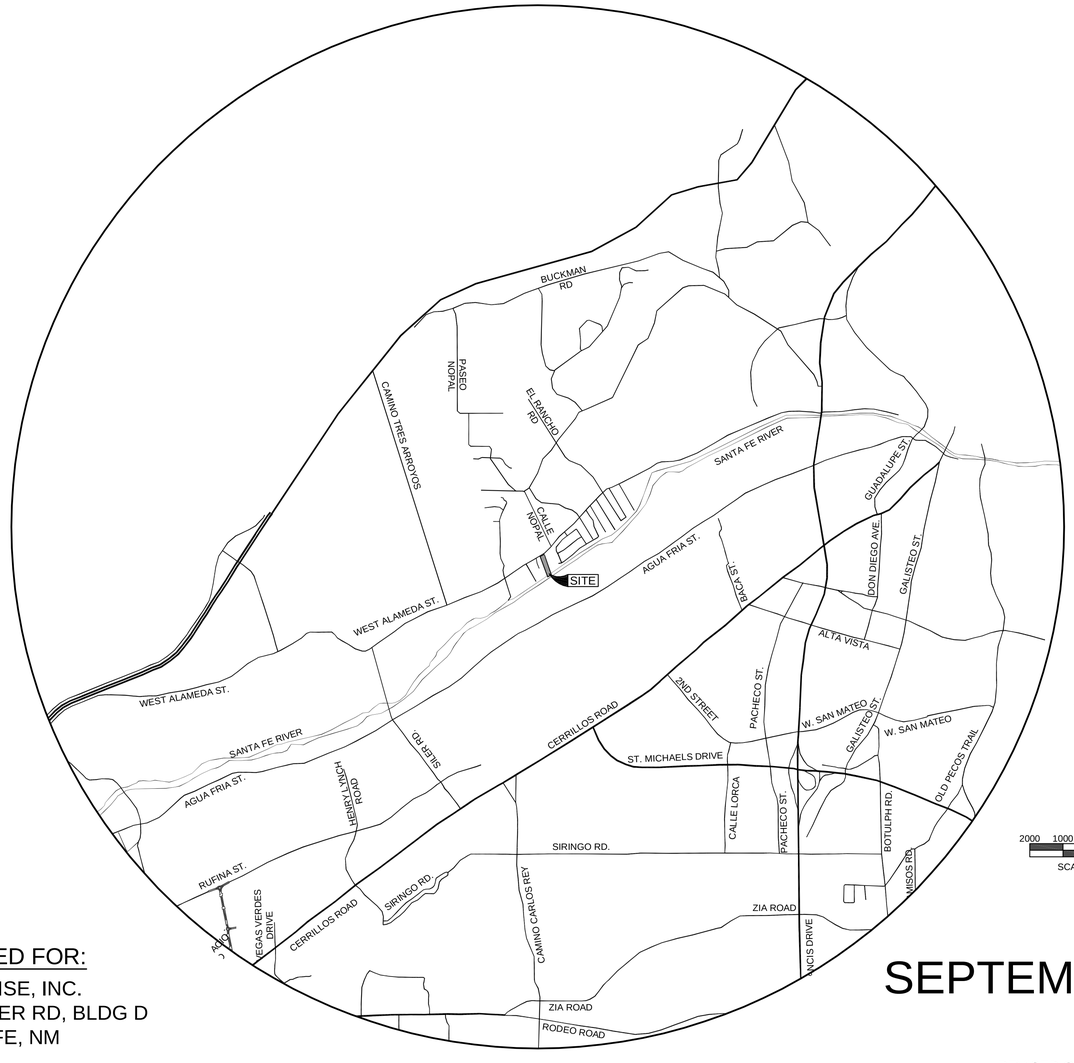


REZONING AND DEVELOPMENT PLAN

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

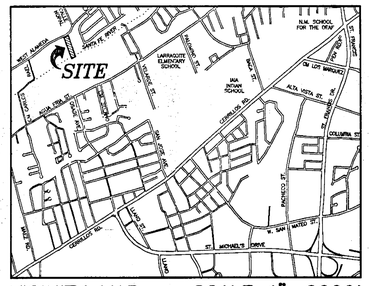
REVISED OCTOBER, 2021

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.

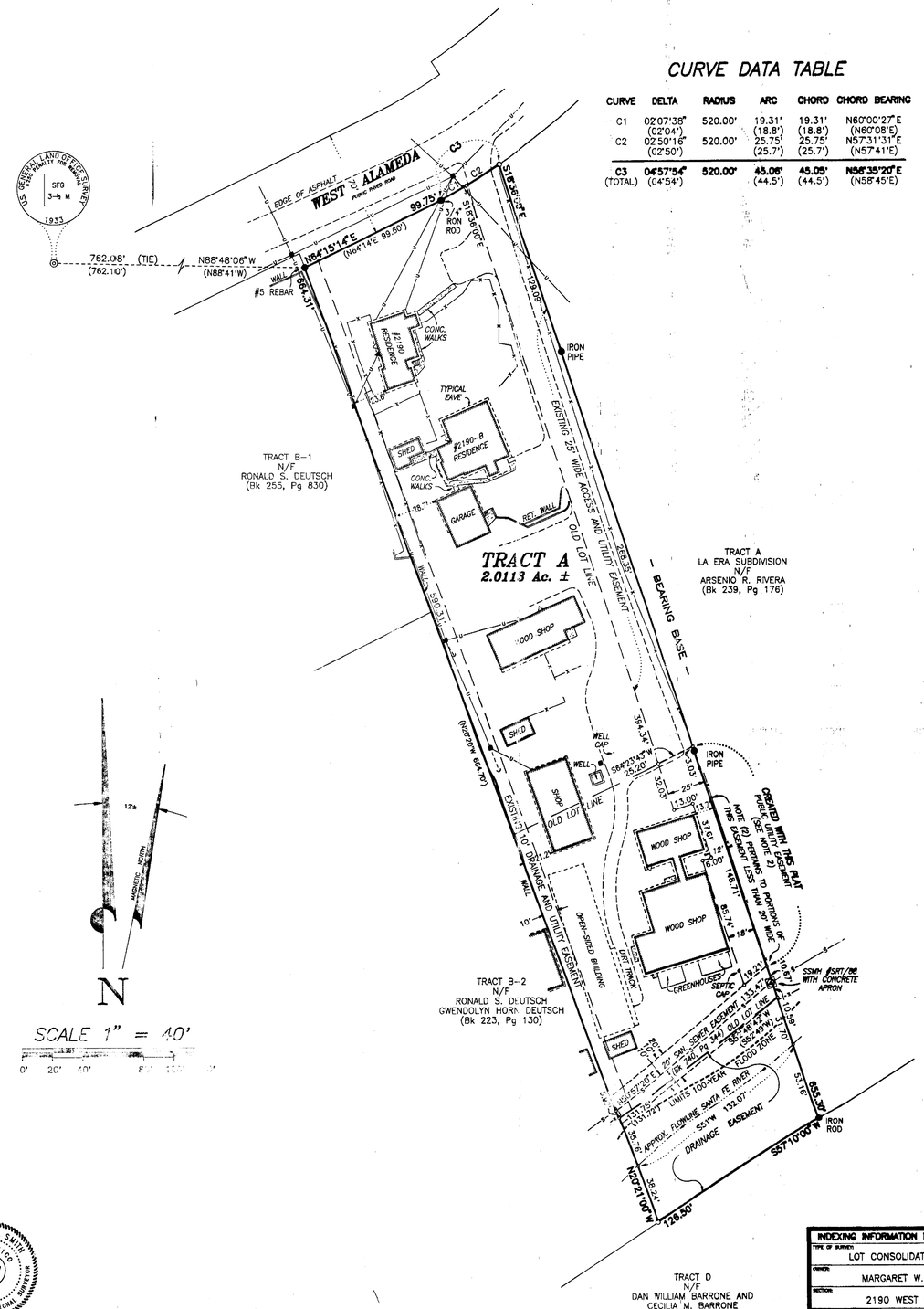
2) CITY OF SANTA FE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH MAY OCCUR WHEN ACCESSING CITY'S SANITARY SEWERLINE FOR MAINTAINANCE.

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

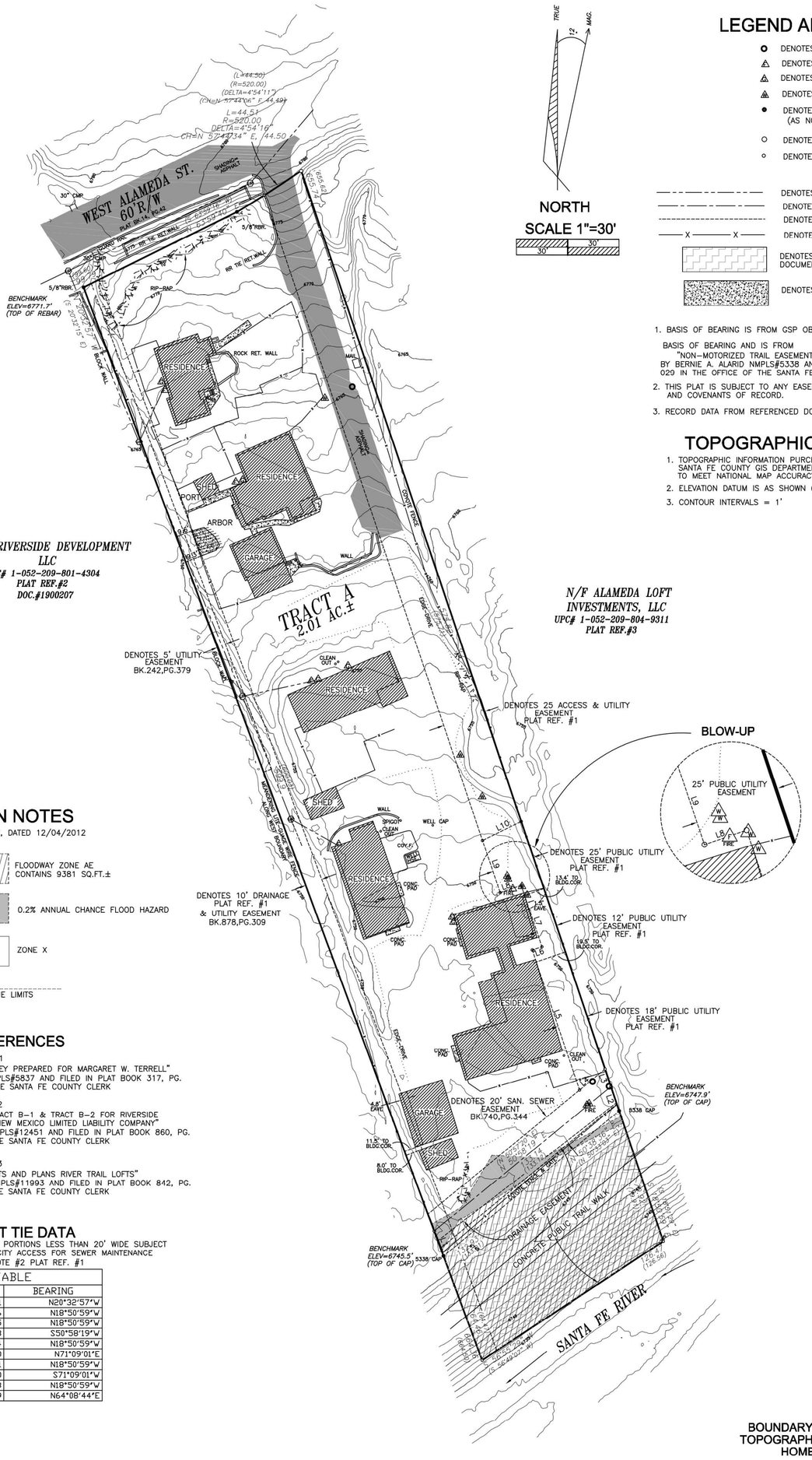
MARGARET W. TERRELL

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

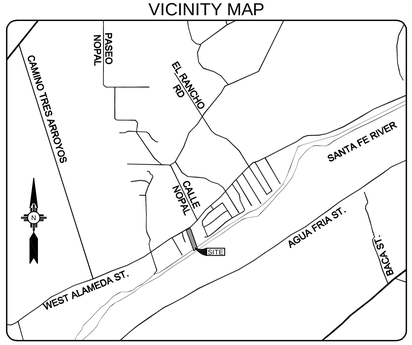
INDEXING INFORMATION FOR THE COUNTY CLERK

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

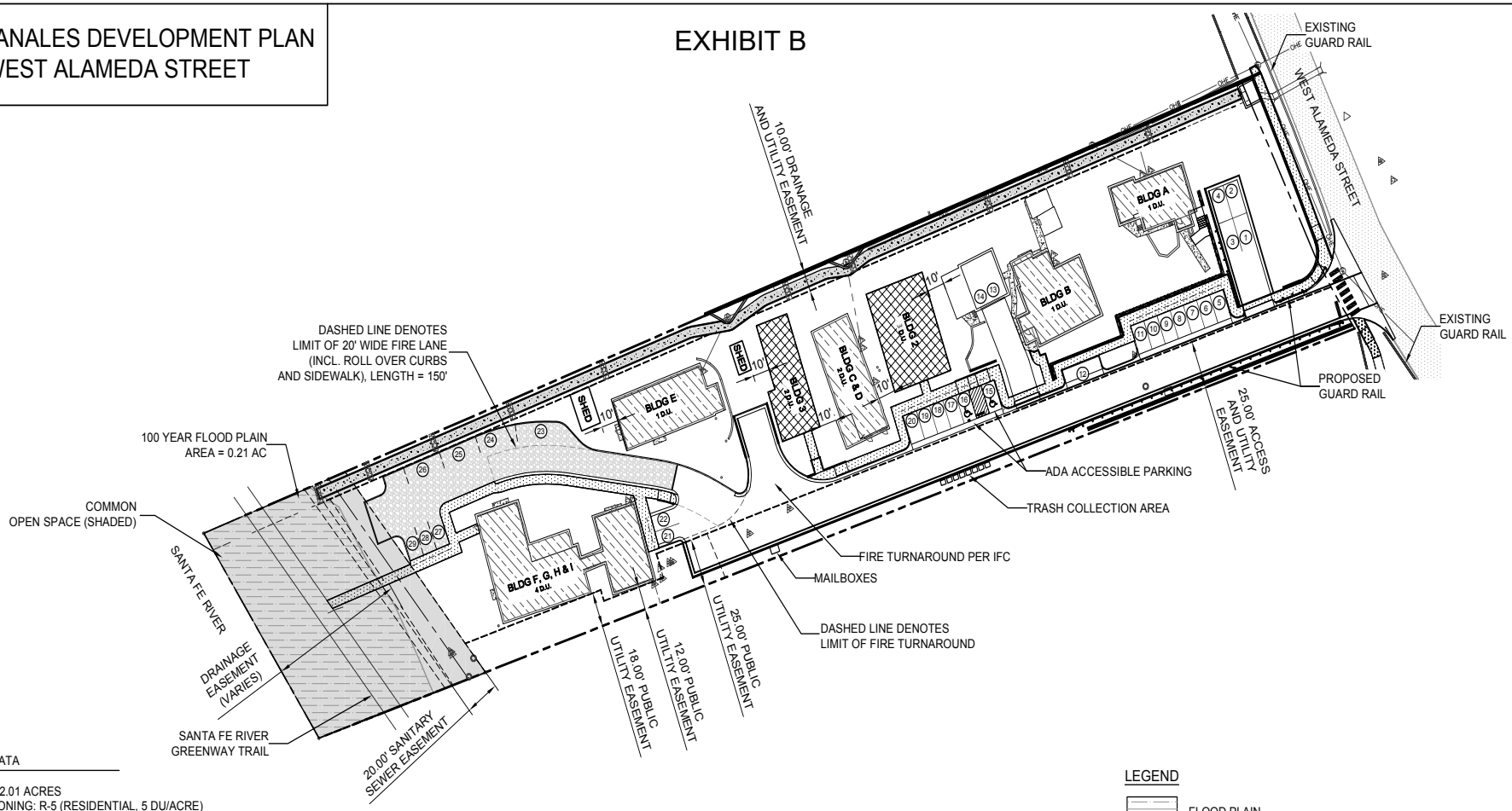
DEVELOPMENT PLAN
SHEET 1 OF 2

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 # _____

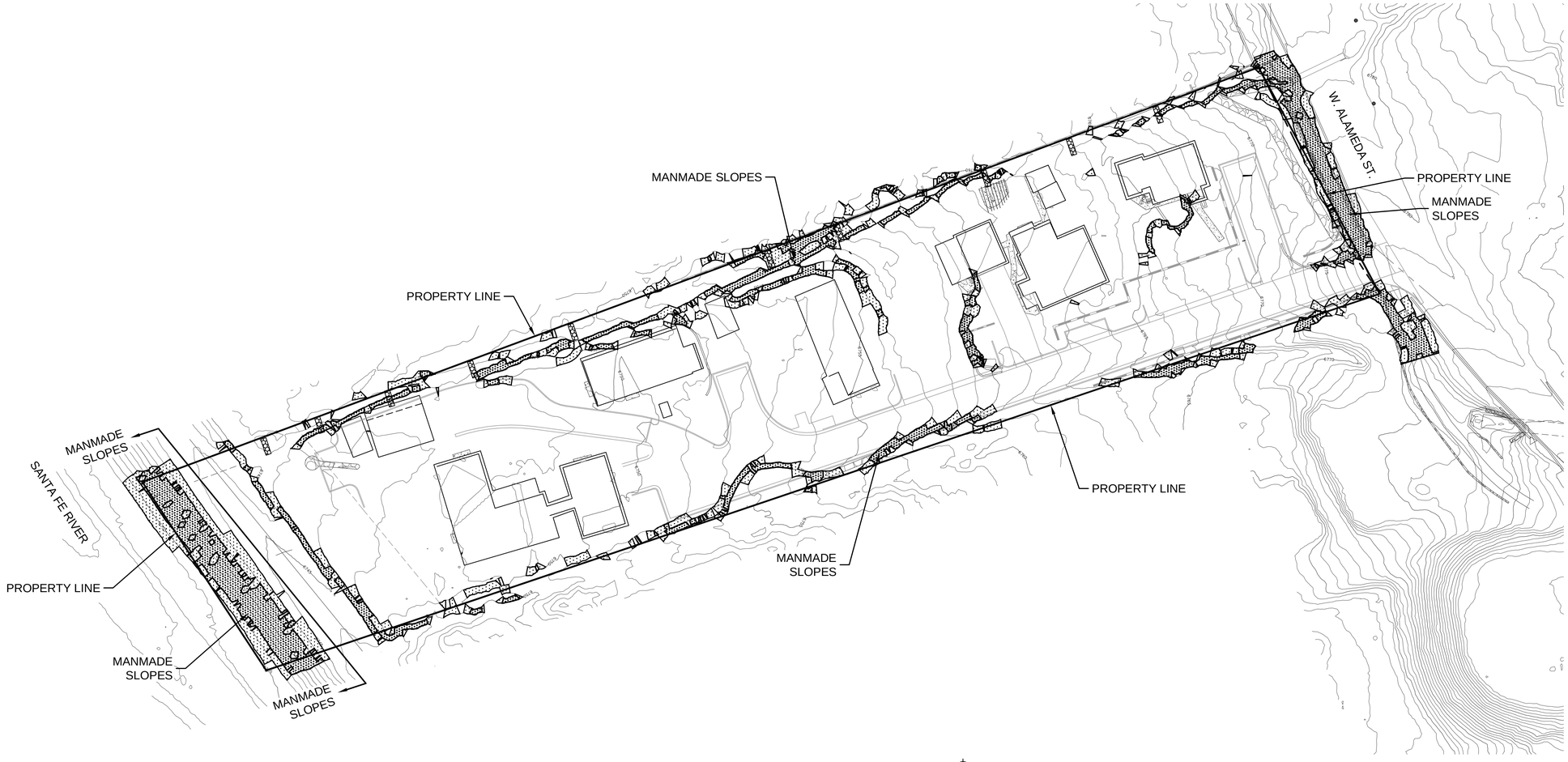
JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

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

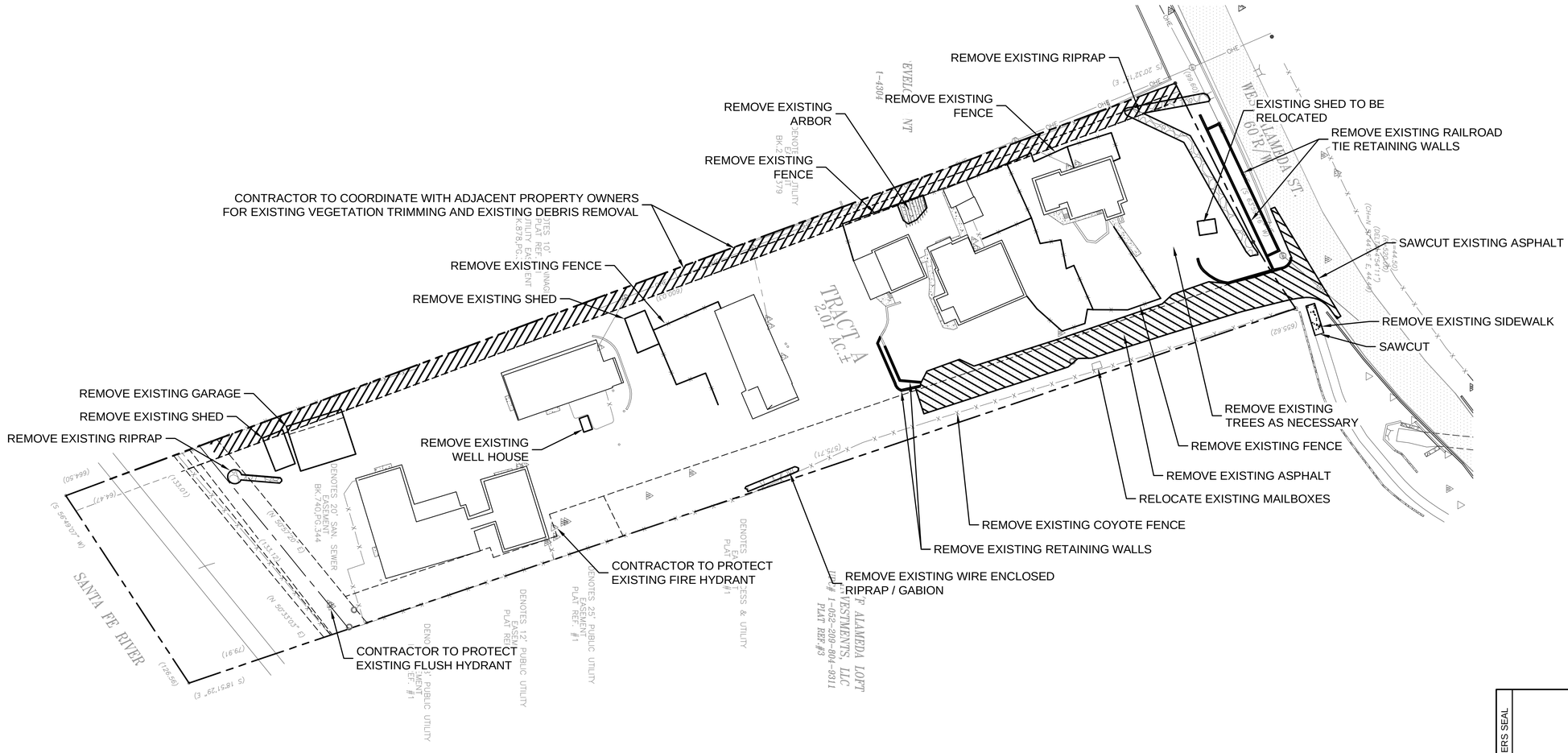
Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

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
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

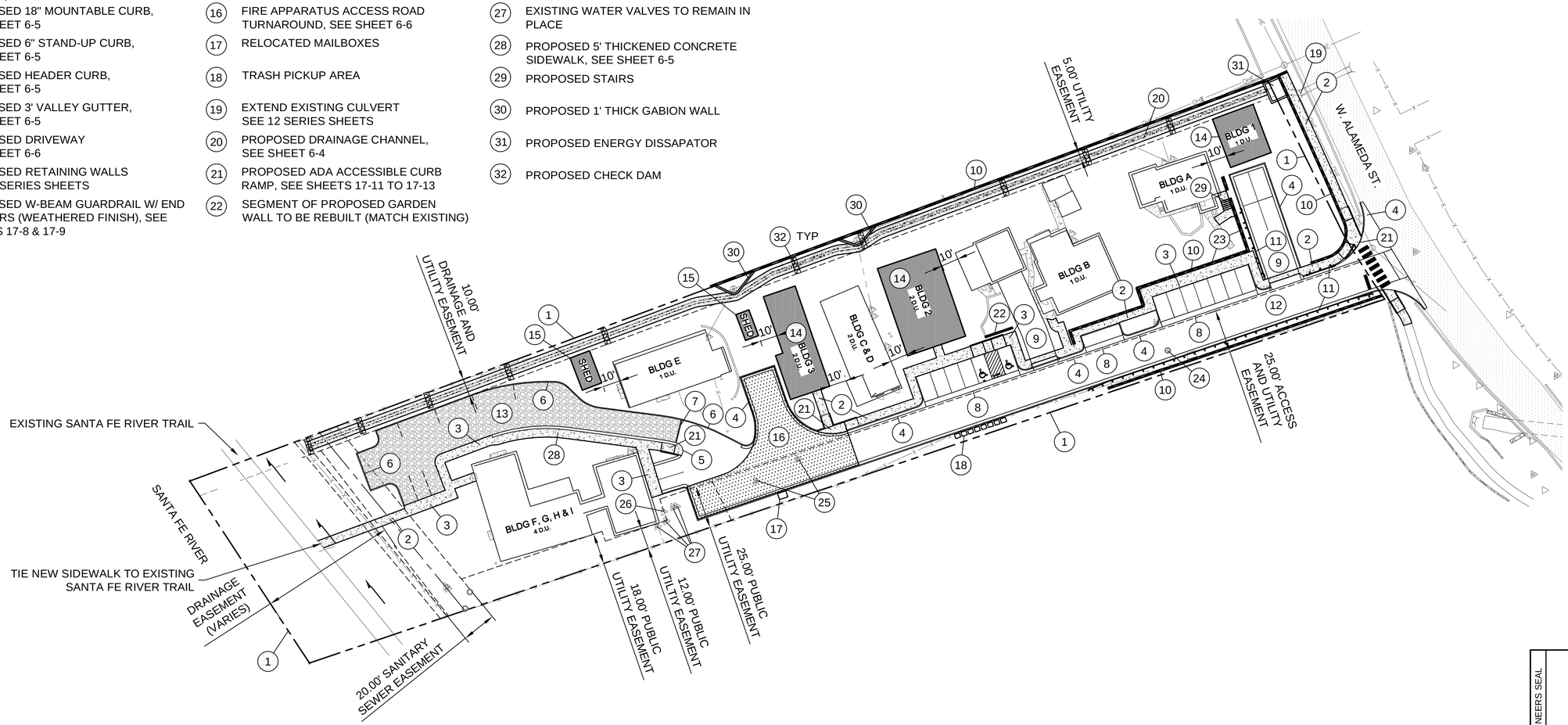
DEMOLITION PLAN

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		

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1599 St. Francis Drive, Suite B
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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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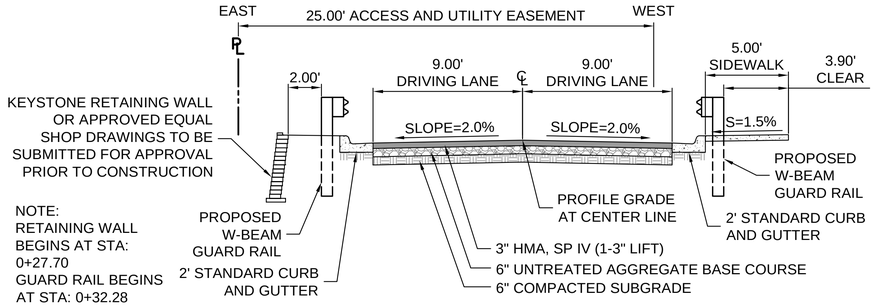
REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

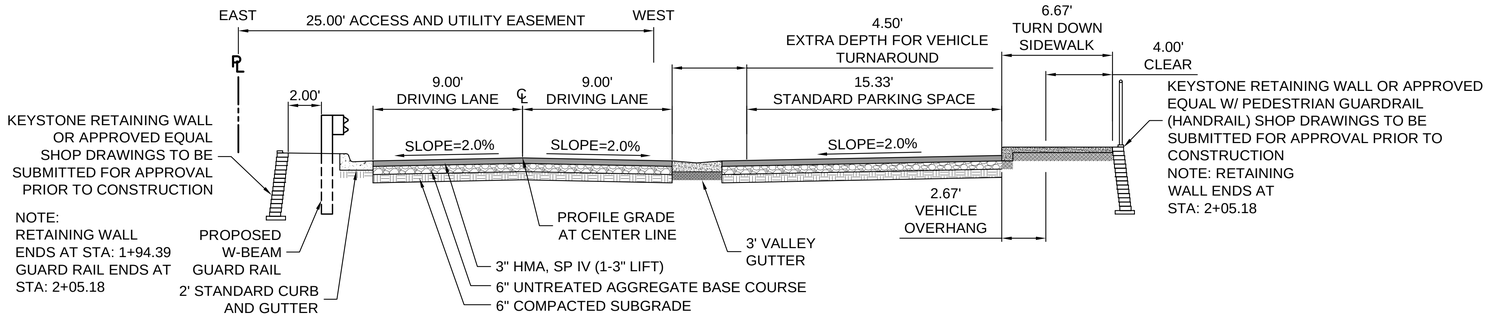
GENERAL NOTES

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-2



TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

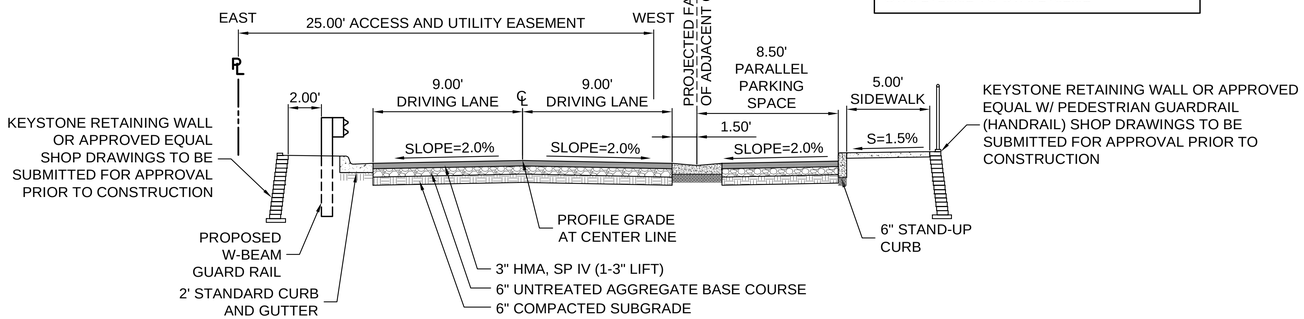
STA: 0+00.00 TO STA: 0+67.34



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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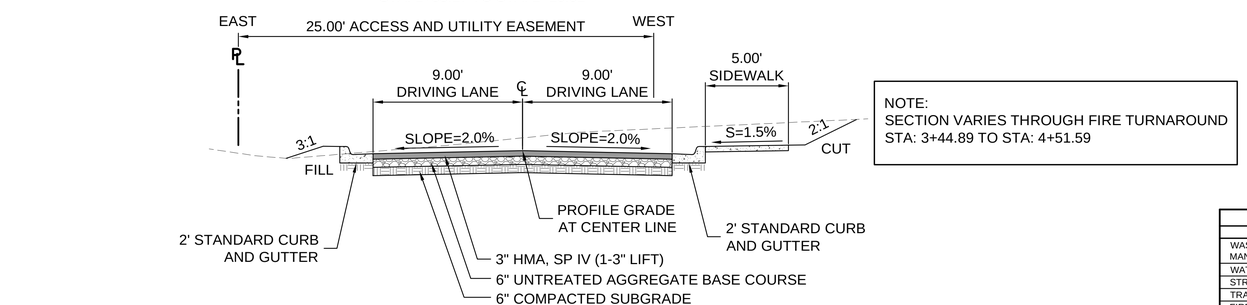
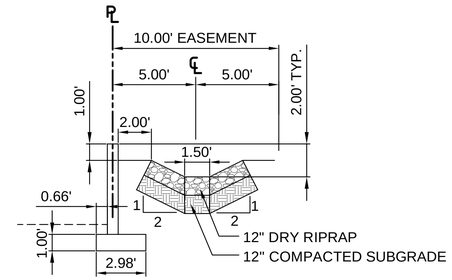


TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

STA: 3+02.18 TO STA: 3+44.89



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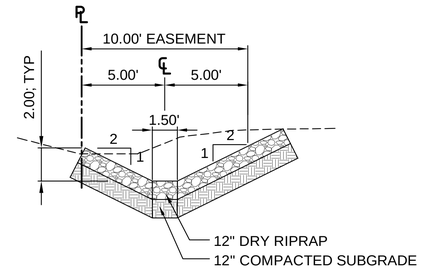

TYPICAL CHANNEL SECTION

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

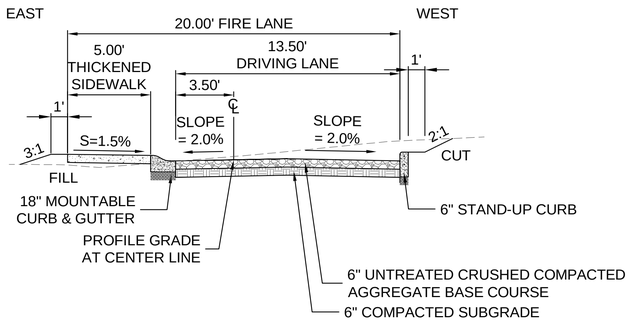
TYPICAL SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-3

ENGINEERS SEAL

DATE

REVISIONS



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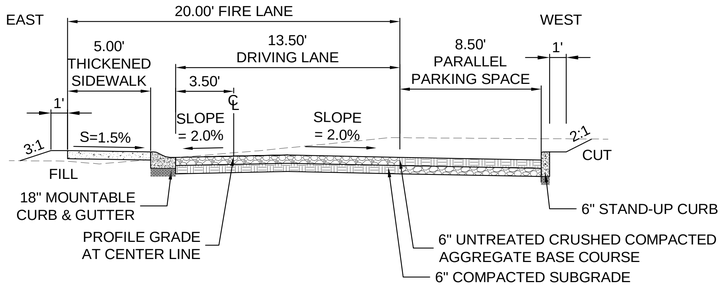

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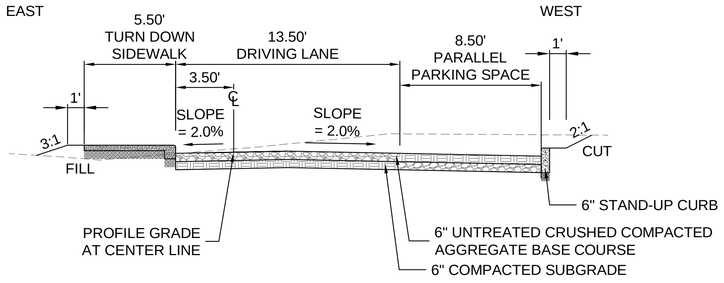
STA: 4+51.59 TO 5+62.04



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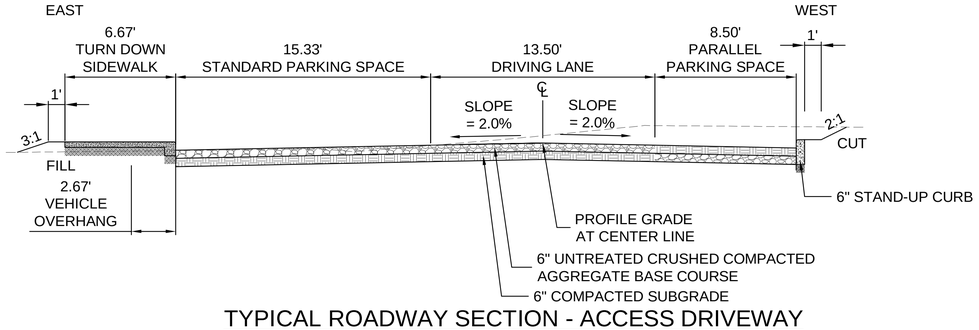
STA: 5+62.04 TO 5+93.62



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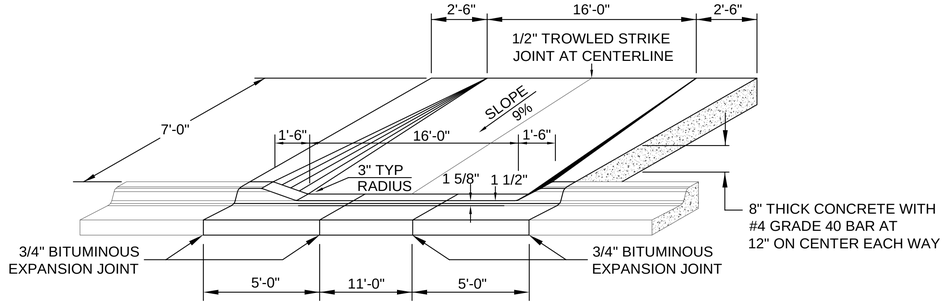

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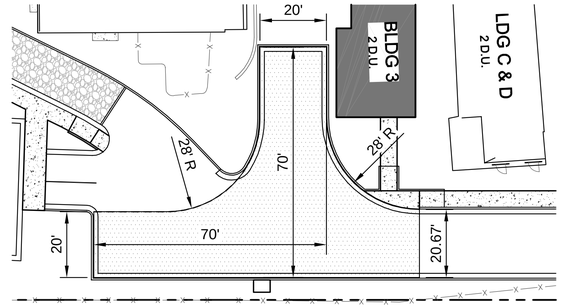

FIRE APPARATUS ACCESS
ROAD TURNAROUND

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
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CASE # _____

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

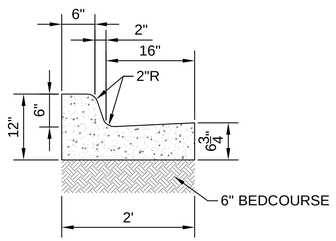
TYPICAL SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-4

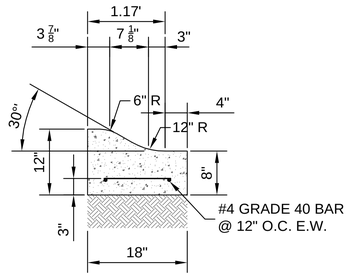
ENGINEERS SEAL

DATE

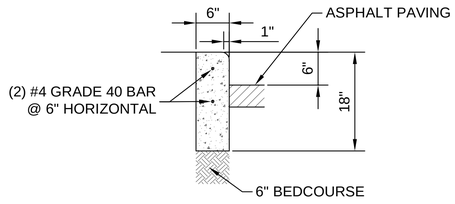
REVISIONS



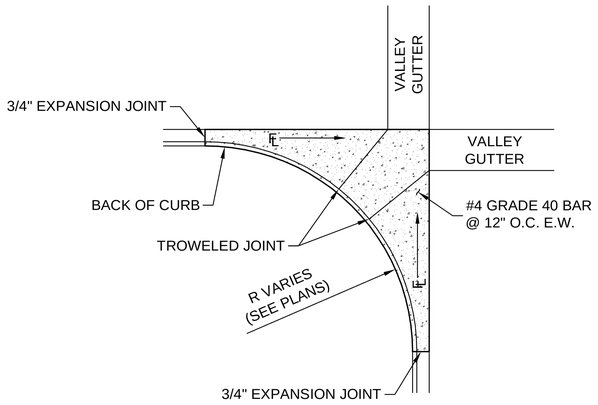
STANDARD 2' CURB AND GUTTER



MOUNTABLE CURB AND GUTTER

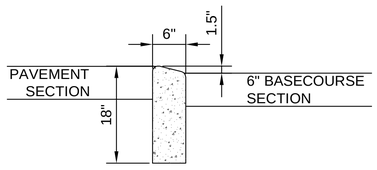


6" STAND-UP CURB

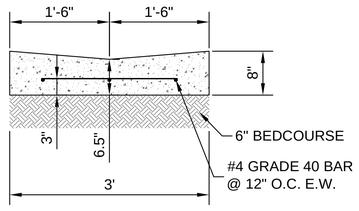


NOTES:
1. POUR FILLETS MONOLITHICALLY
2. PROVIDE A REINFORCING CONTINUATION BETWEEN FILLETS AND VALLEY GUTTERS WITH A 30" REBAR LAP BETWEEN FILLETS AND VALLEY GUTTERS BEING CAST WITHIN 30 CALENDAR DAYS.

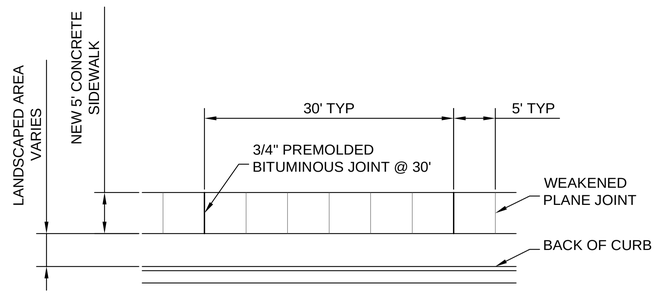
FILLET CURB RETURN



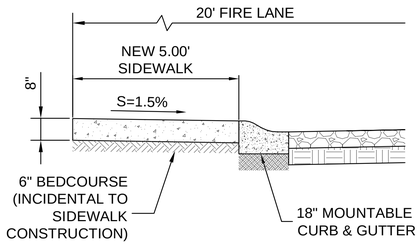
HEADER CURB



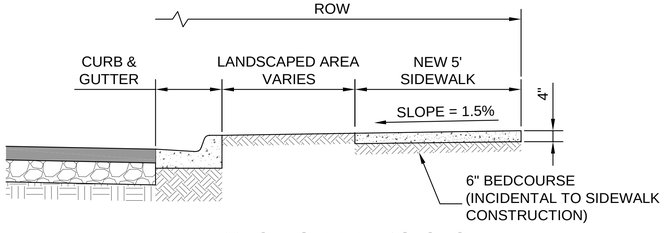
3' VALLEY GUTTER



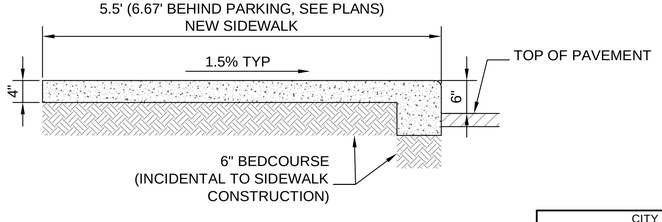
TYPICAL SIDEWALK PLAN



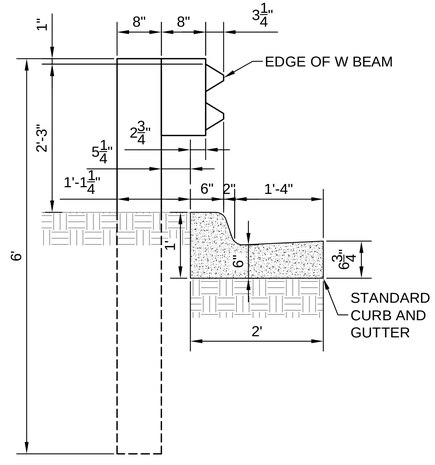
TYPICAL THICKENED SIDEWALK SECTION



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
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		

CITY USE ONLY

CASE # _____

Santa Fe Engineering Consultants, LLC
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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

TYPICAL DETAILS

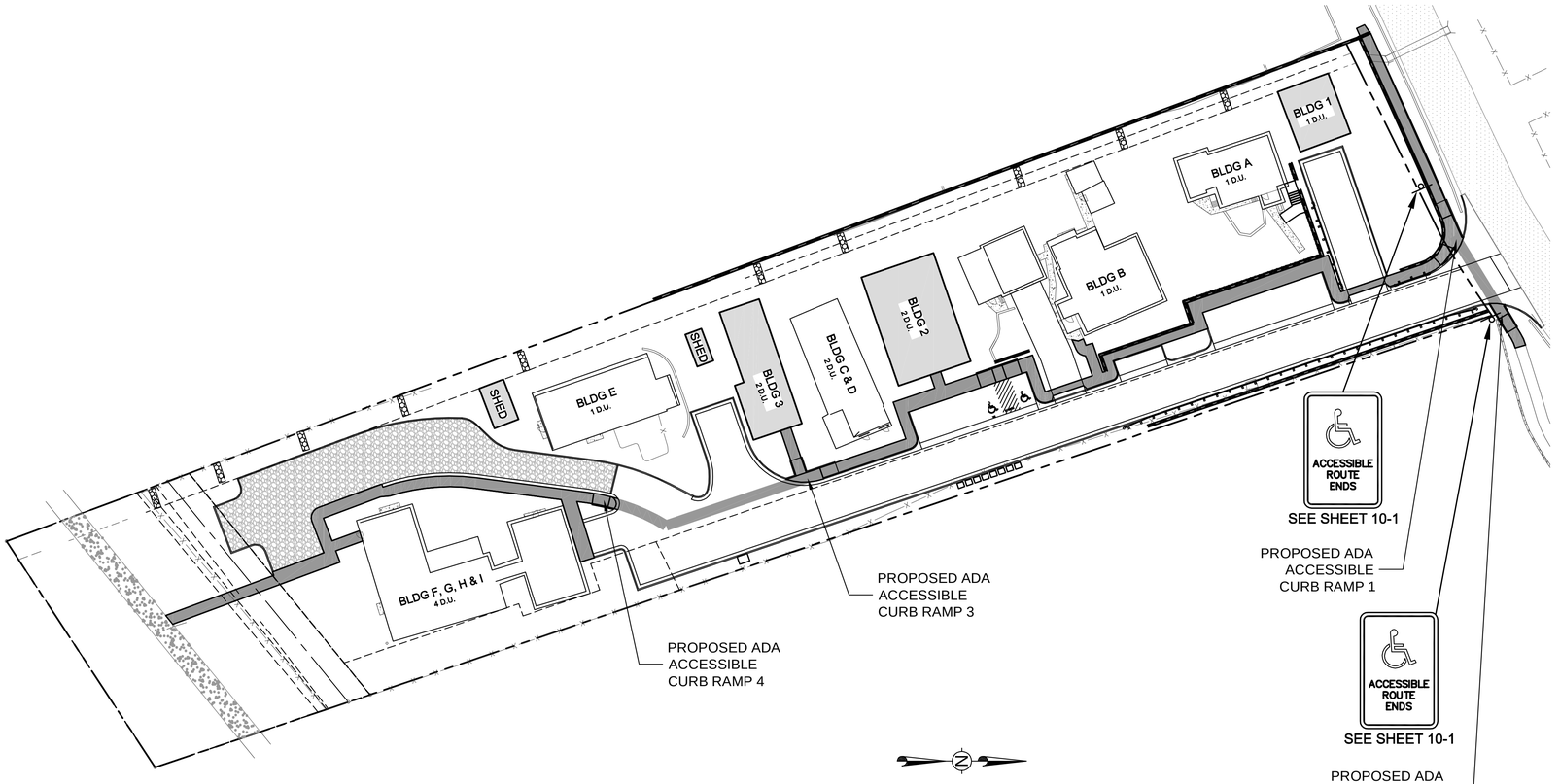
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-5

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.

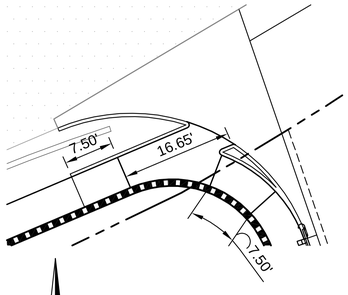
LEGEND

ADA ACCESSIBLE ROUTE

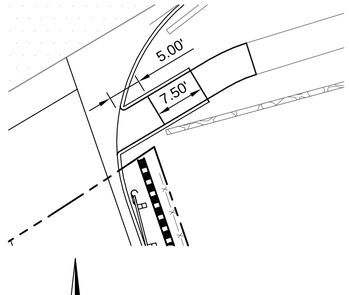


ADA ACCESS PLAN
SCALE: 1" = 30'

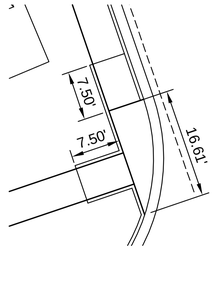
0 15 30 60
SCALE: 1" = 30'



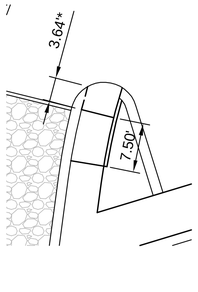
CURB RAMP 1
SCALE: 1" = 10'



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

REVISIONS

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
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

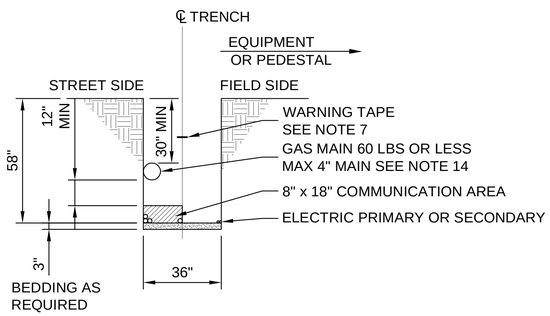
1. Prior to the Wastewater Management Division approval of the plan set, a letter will be required from the project engineer indicating they are providing the inspection and record drawing services for the project.
2. The Contractor must obtain all sewer hookup permits from the City's Building Permits 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

REVISIONS

CITY REVIEW		
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REZONING AND DEVELOPMENT PLAN
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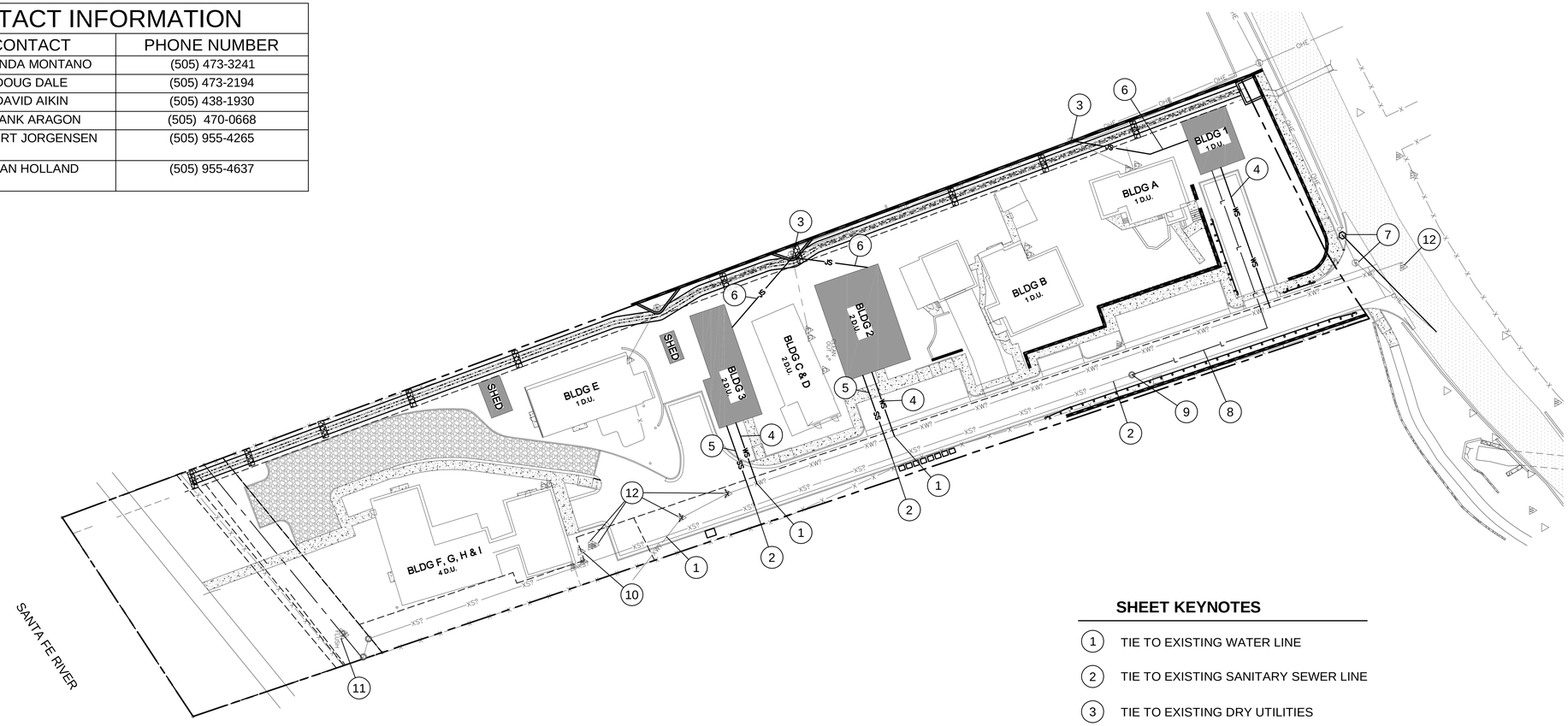
SANTA FE, NEW MEXICO

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 # _____

CITY REVIEW		
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WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
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STREETS DIV.		
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REZONING AND DEVELOPMENT PLAN
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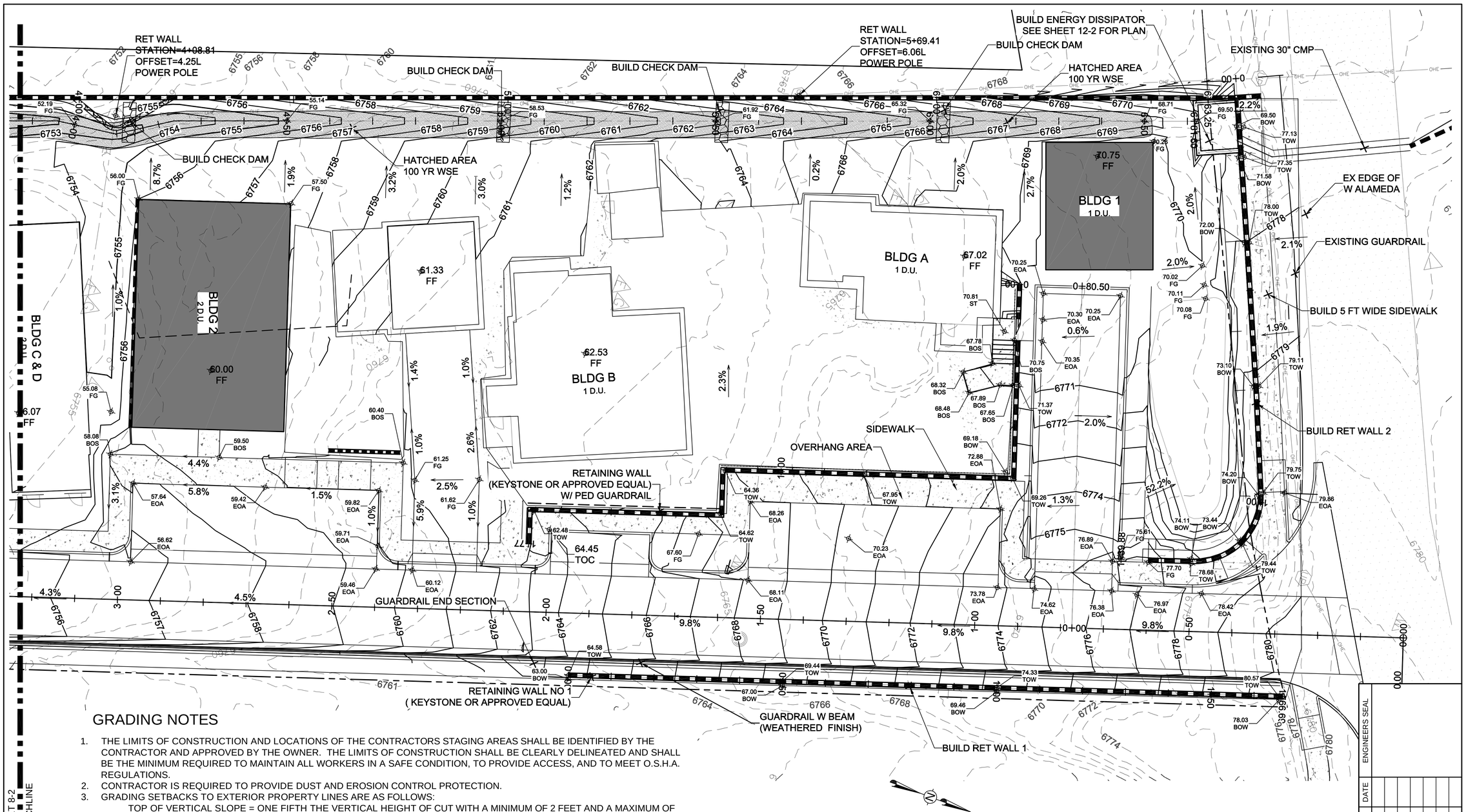
SANTA FE, NEW MEXICO

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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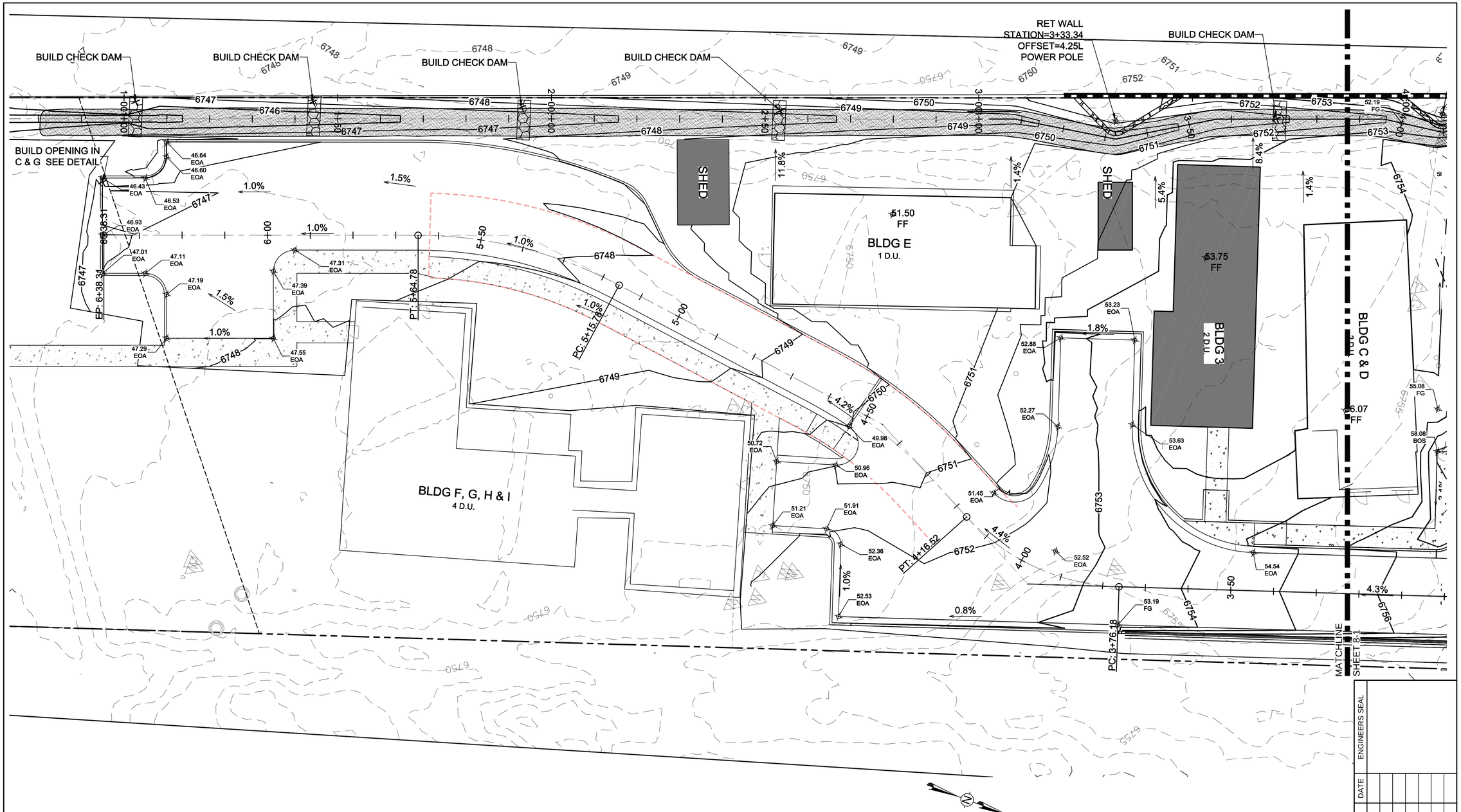
GRADING AND DRAINAGE PLAN

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 # _____

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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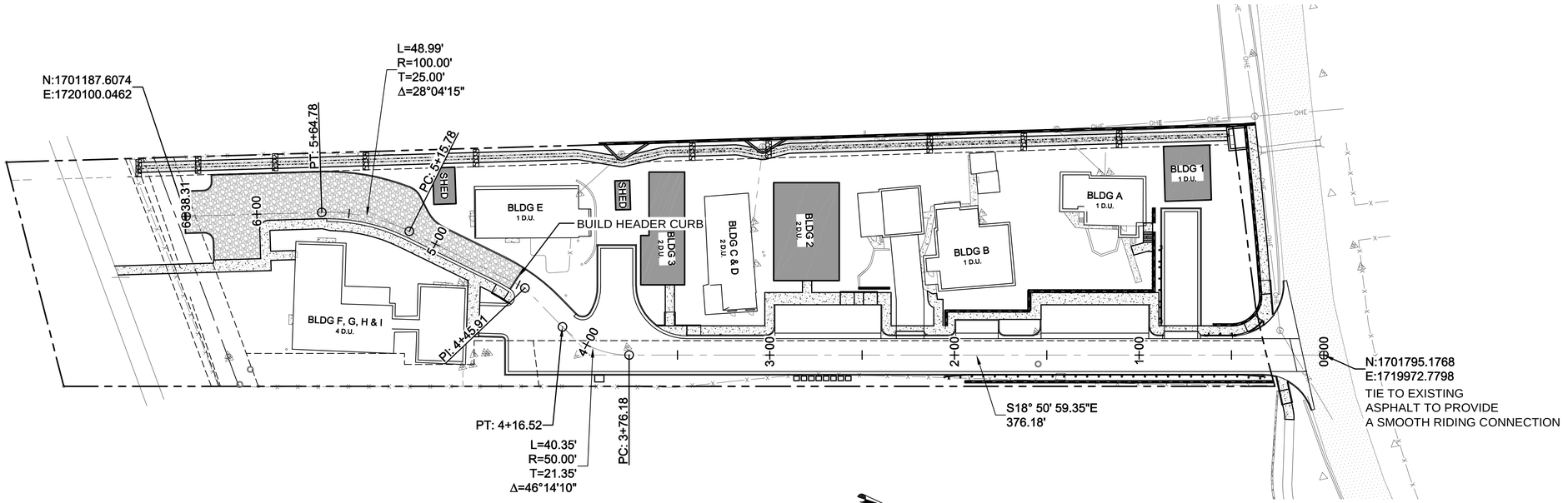
REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	8-2

ENGINEER'S SEAL
DATE
REVISIONS

EXHIBIT B

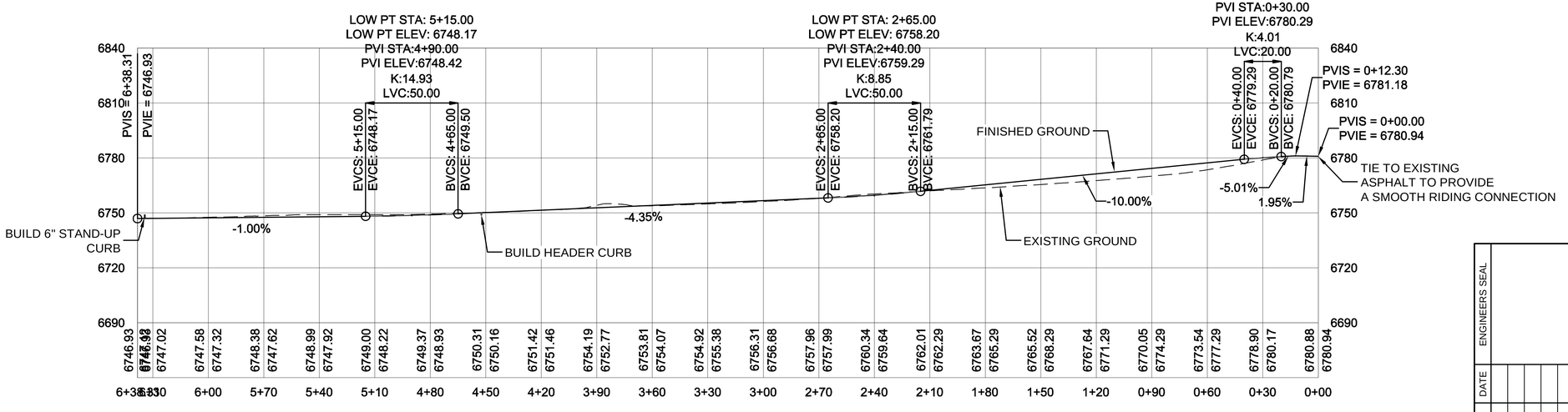


DRIVEWAY - PLAN VIEW

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
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LOS CANALES
SANTA FE, NEW MEXICO

DRIVEWAY PLAN AND PROFILE

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	9-1

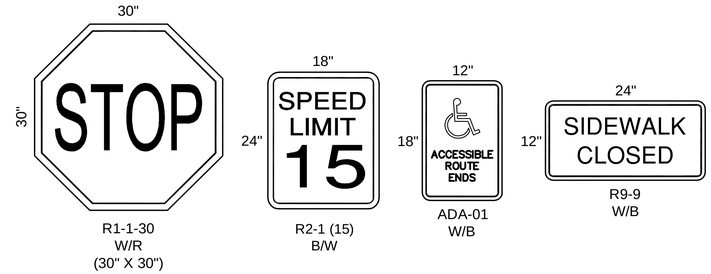
CITY OF SANTA FE SIGNING AND STRIPING NOTES:

SIGN AND POST REQUIREMENTS

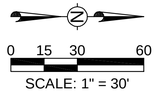
1. ALL ALUMINUM PANEL SIGNING AND STEEL POSTS SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT); *CURRENT* EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (SSHBC).
2. ALL SIGNING SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - *CURRENT* 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.

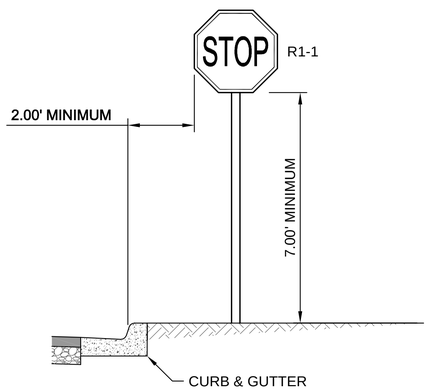


PROPOSED SIGN FACE DETAILS



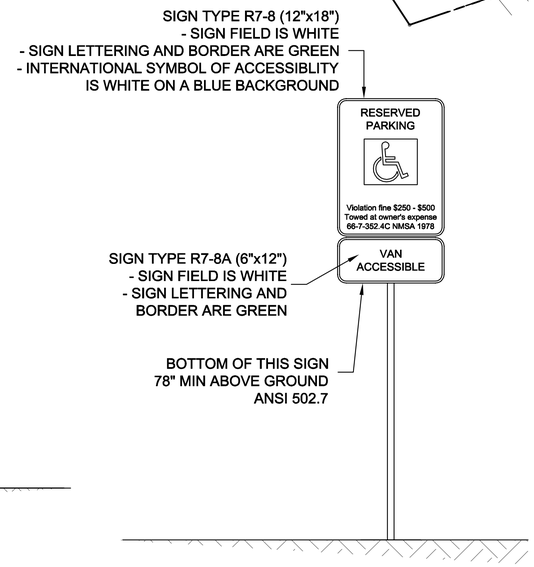
SIGNING AND STRIPING PLAN

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.		
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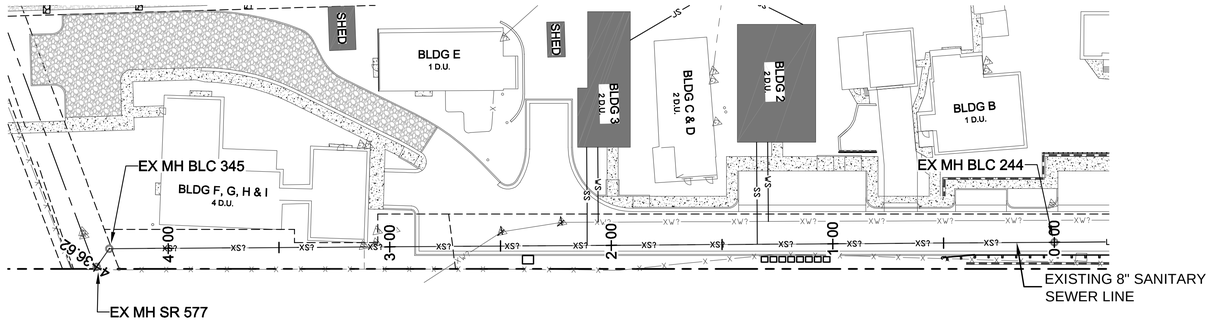
LOS CANALES
SANTA FE, NEW MEXICO

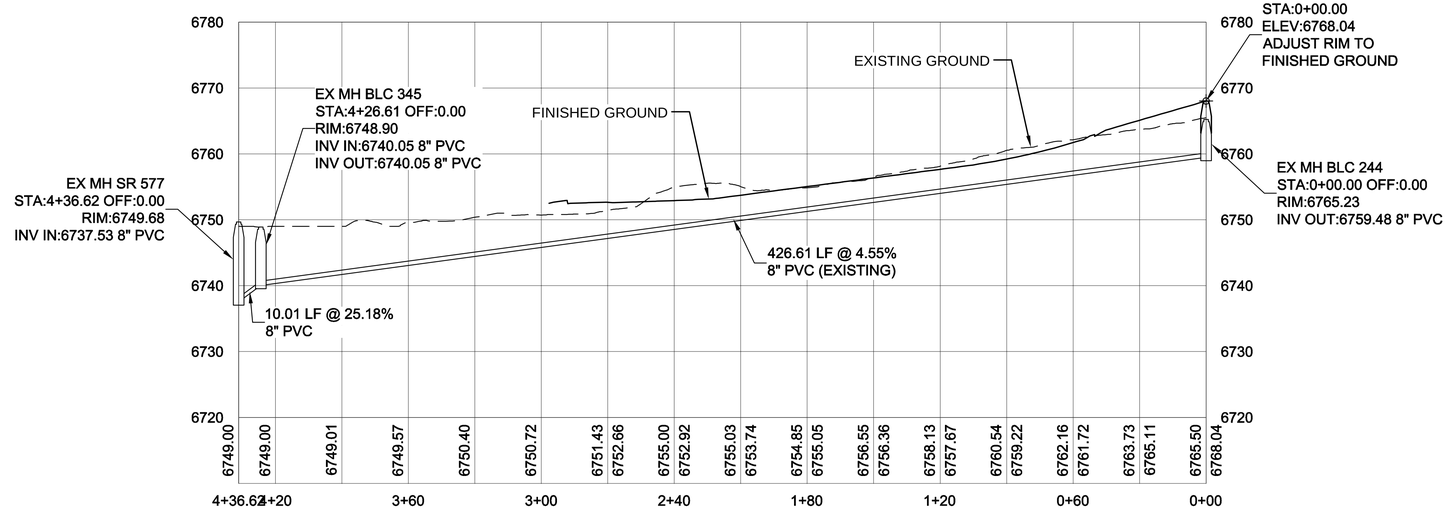
SIGNING AND STRIPING PLAN

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		
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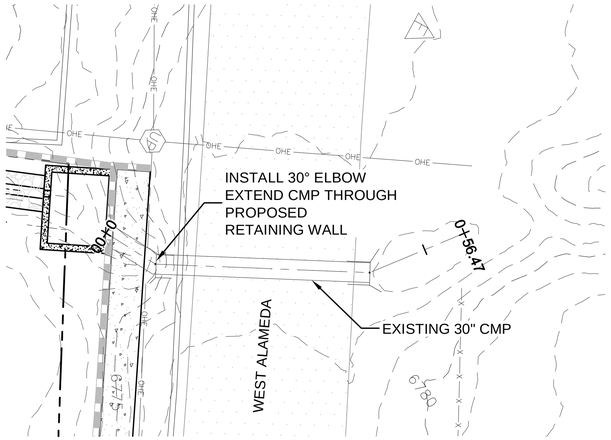
SANTA FE, NEW MEXICO

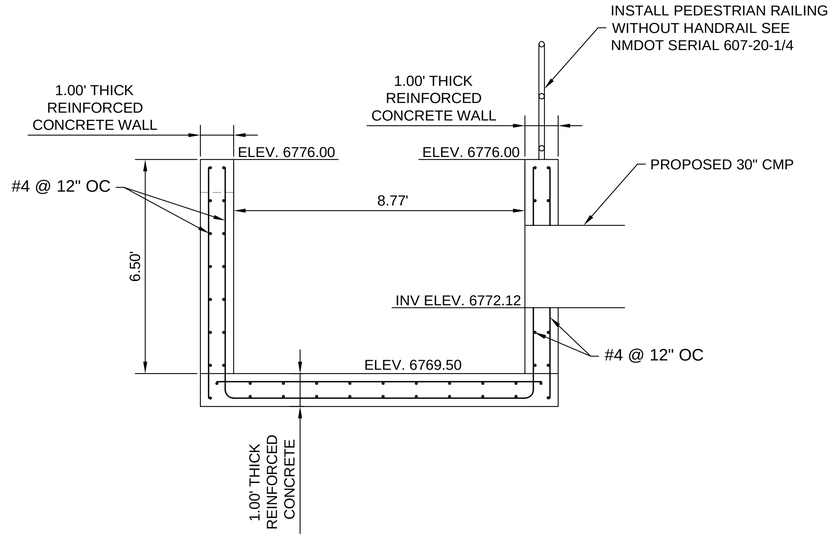
SANITARY SEWER PLAN AND PROFILE

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	11-1



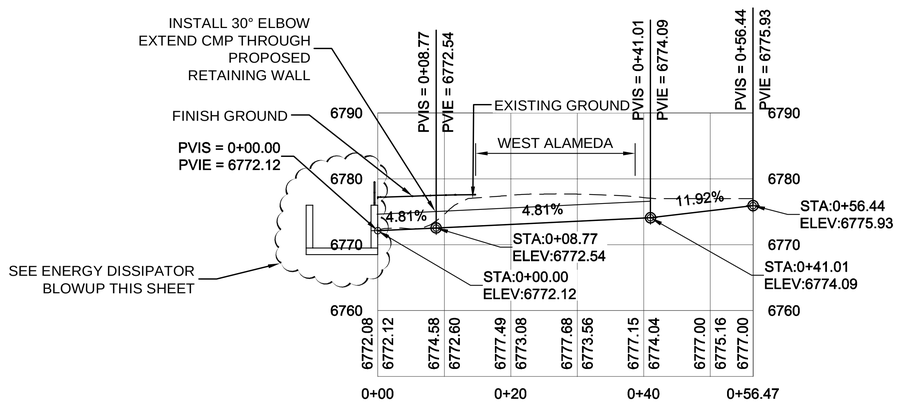
EXISTING 30" CMP - PLAN VIEW

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
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WATER SERVICES		
STREETS DIV.		
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FIRE		
LANDSCAPE		
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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

STRUCTURE SECTIONS

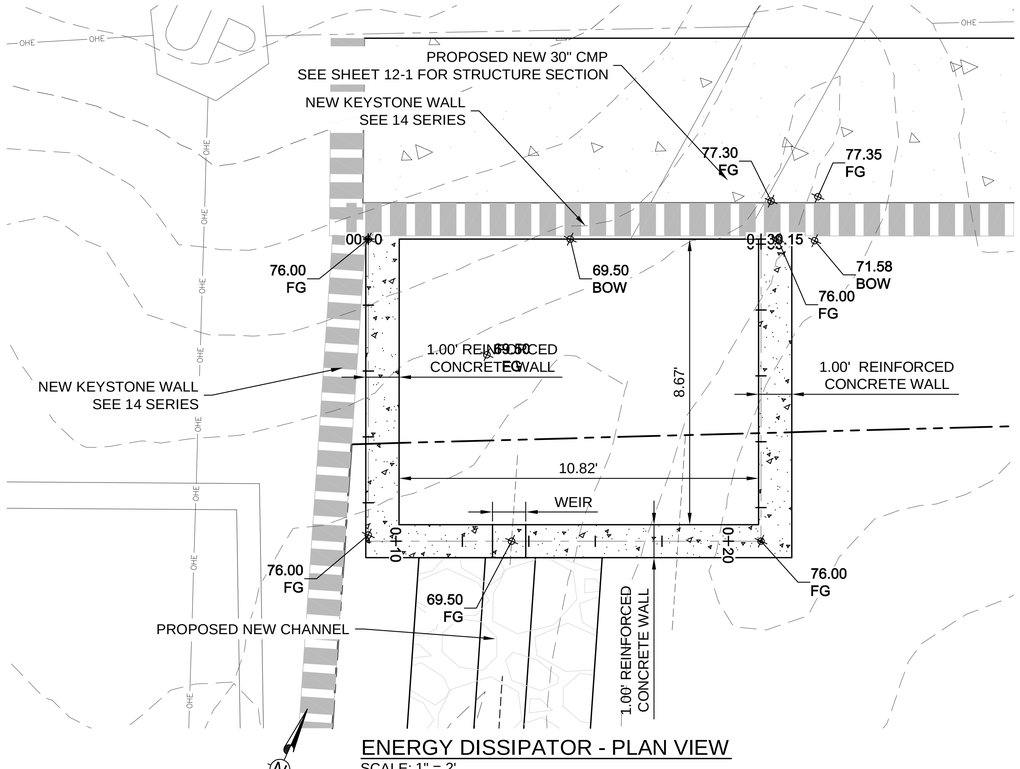
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	12-1

ENGINEER'S SEAL

DATE

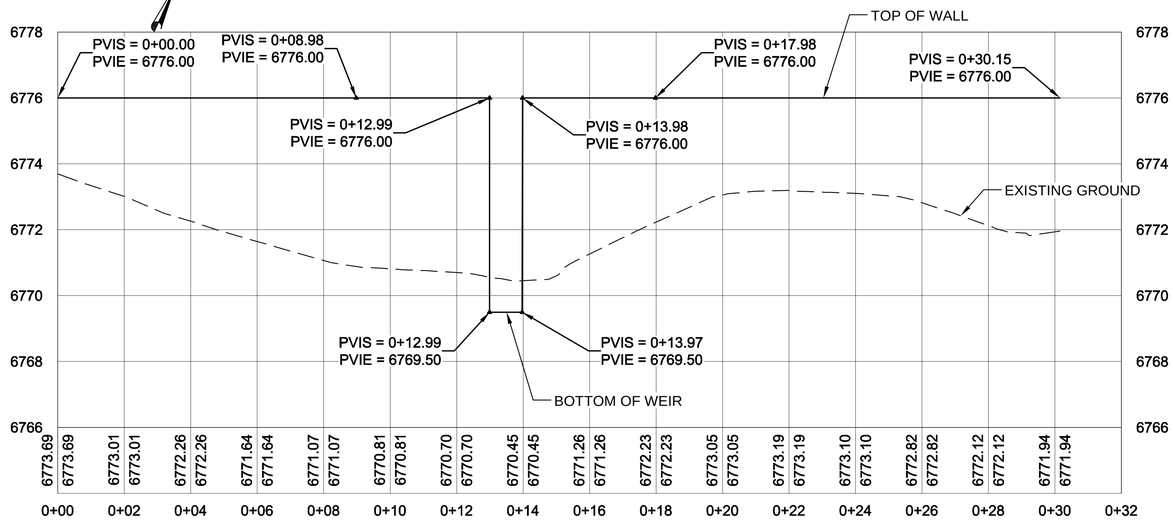
REVISIONS

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		
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REZONING AND DEVELOPMENT PLAN
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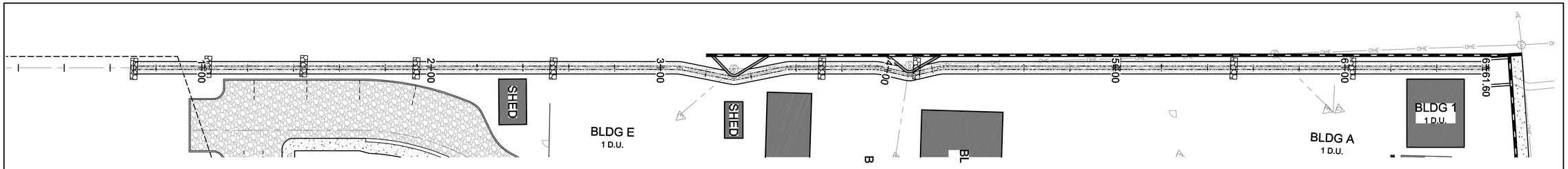
LOS CANALES
SANTA FE, NEW MEXICO

ENERGY DISSIPATOR PLAN AND PROFILE

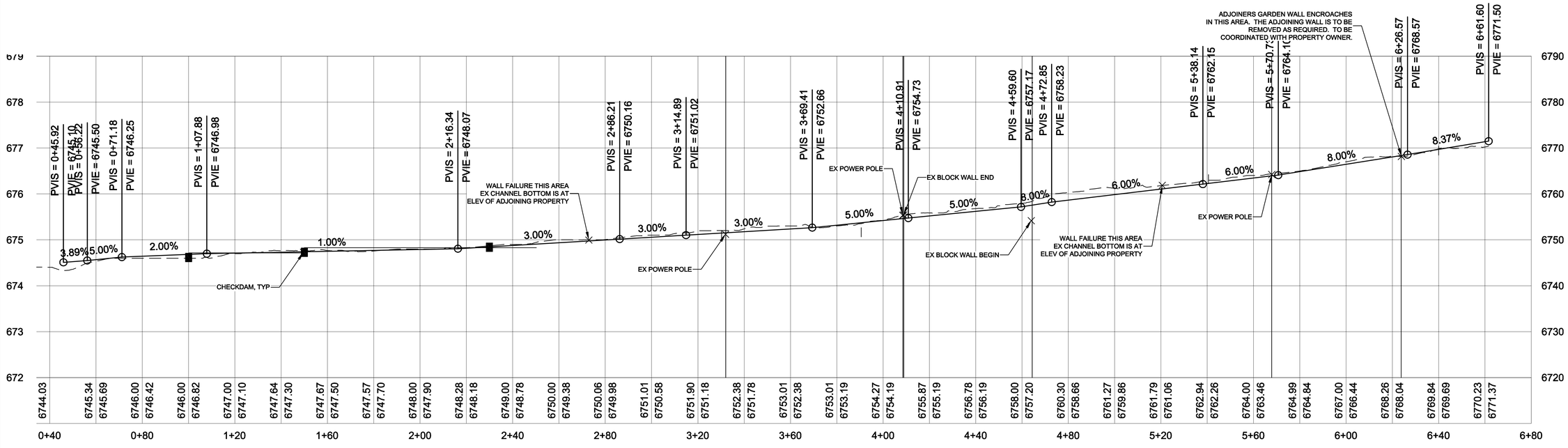
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 2'	12-2

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		
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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

CHANNEL PLAN AND PROFILE

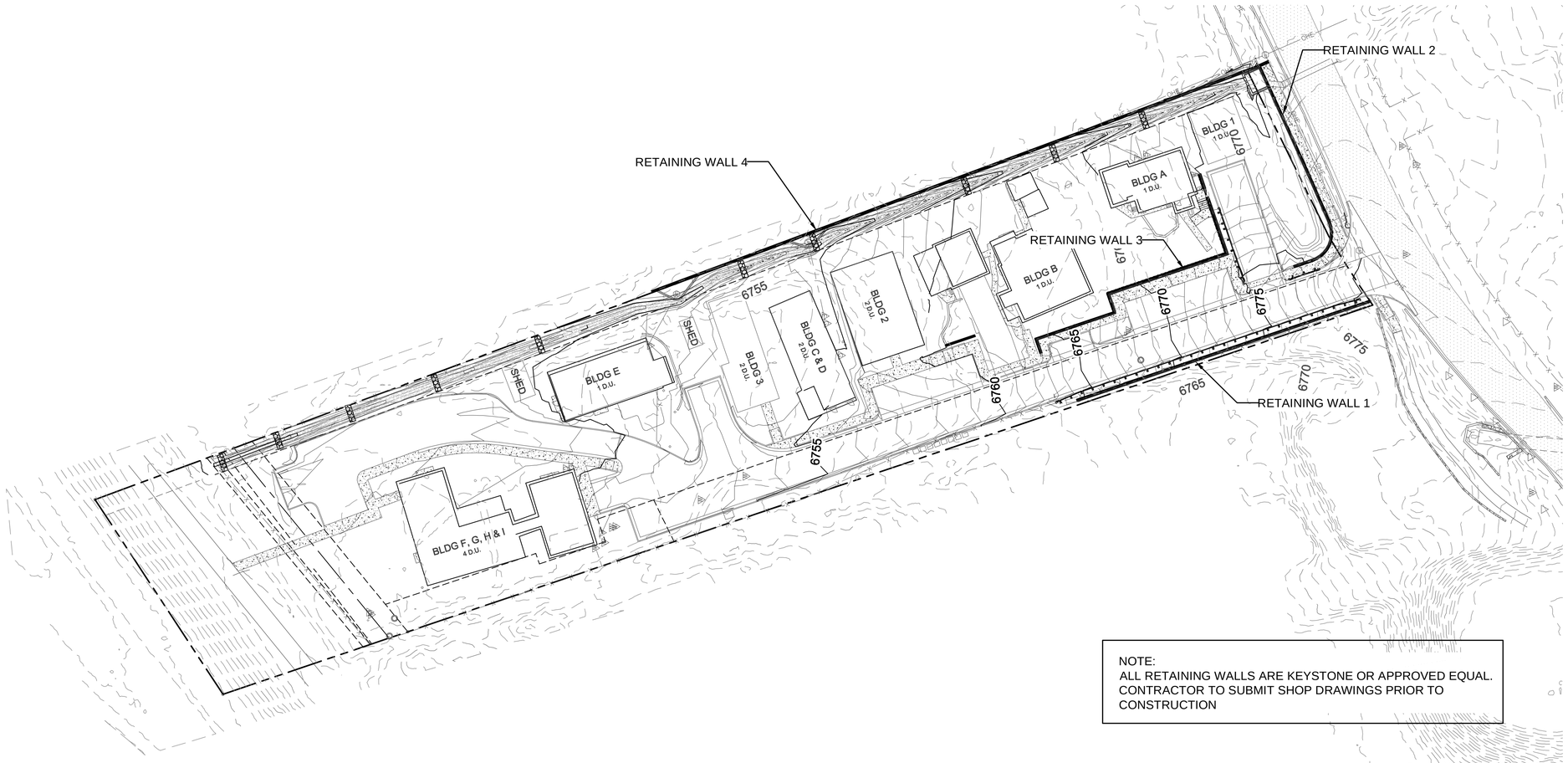
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 20'	13-1

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	
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TRAFFIC DIV.		
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LANDSCAPE		
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REZONING AND DEVELOPMENT PLAN
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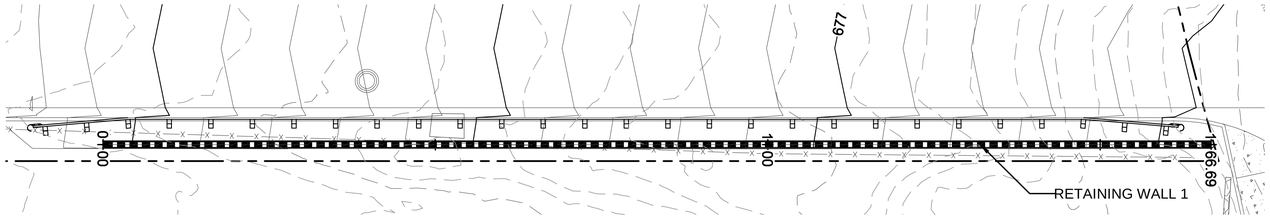
LOS CANALES
SANTA FE, NEW MEXICO

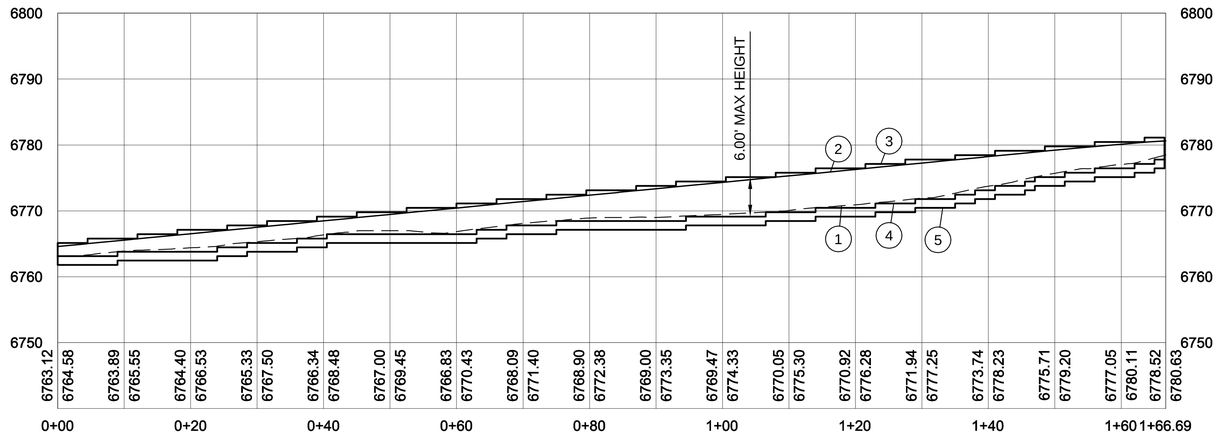
RETAINING WALL LOCATION PLAN

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
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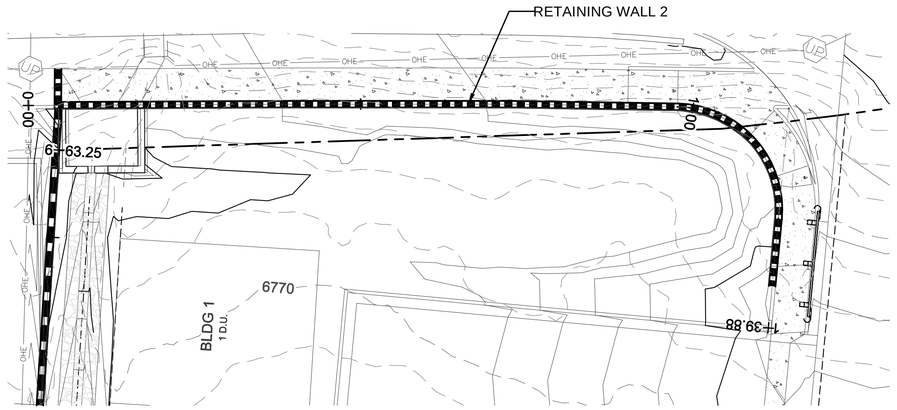
LOS CANALES
SANTA FE, NEW MEXICO

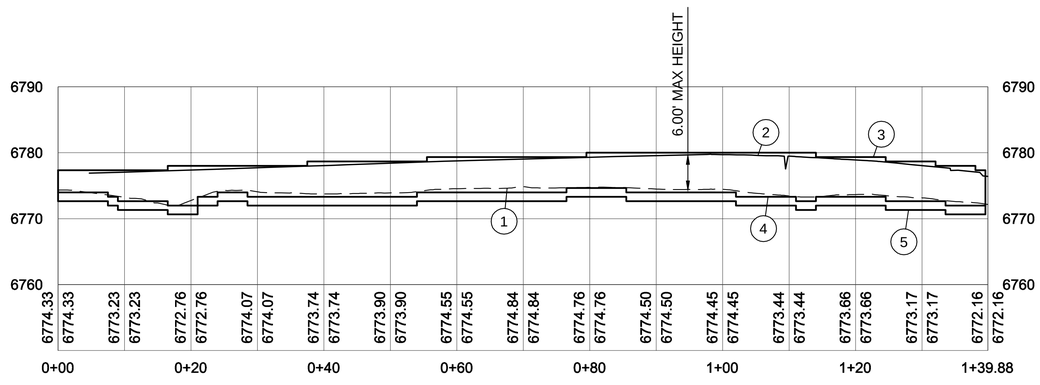
RETAINING WALL PLAN AND PROFILES

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
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TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		

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RETAINING WALL PLAN AND PROFILES

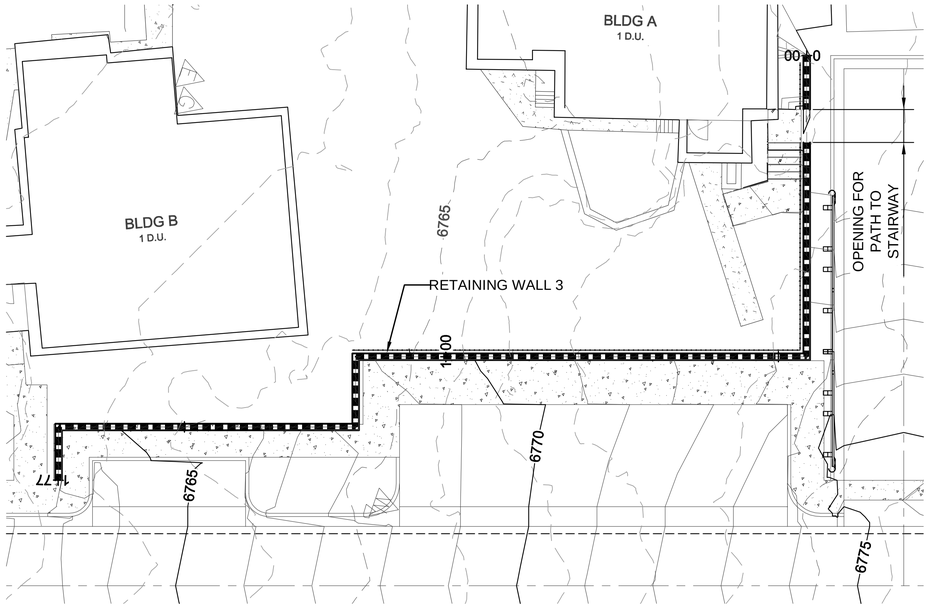
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-3

ENGINEER'S SEAL

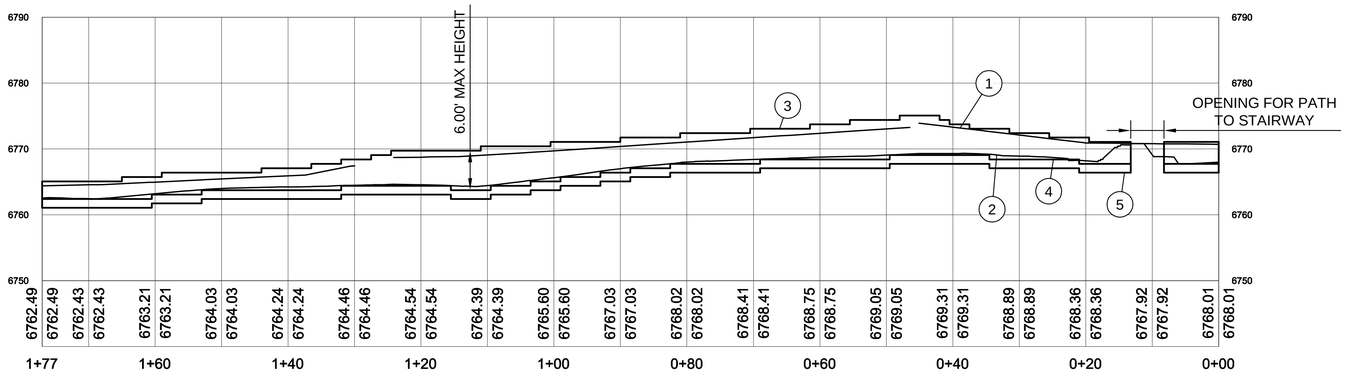
DATE

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:
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CASE # _____

CITY REVIEW		
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REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR
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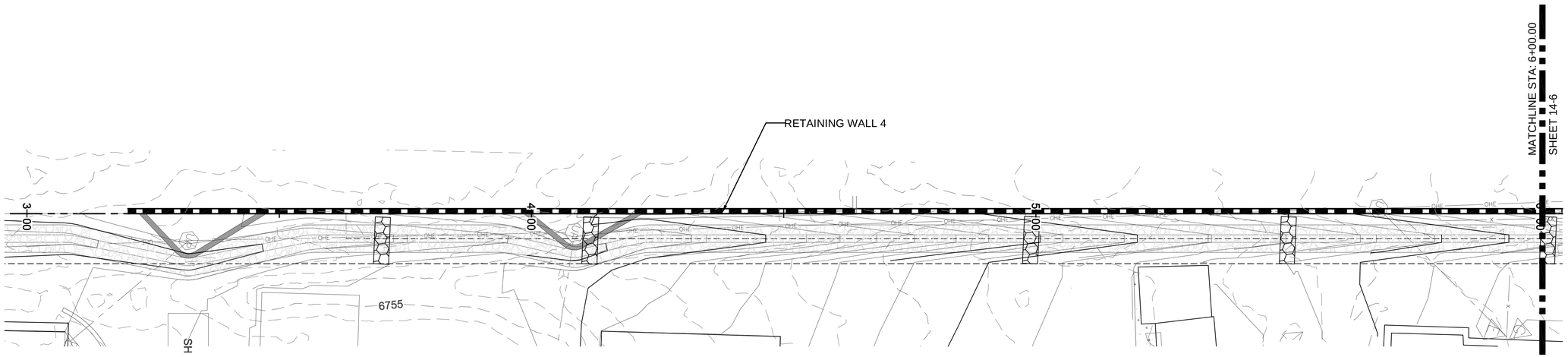
SANTA FE, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-4

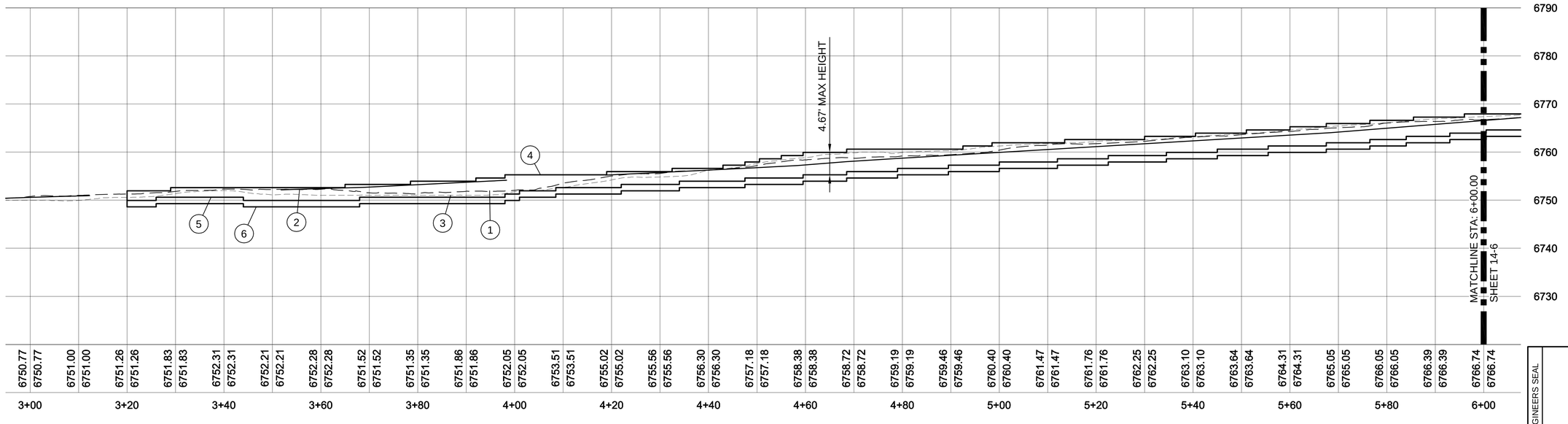
ENGINEER'S SEAL
DATE
REVISIONS

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
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
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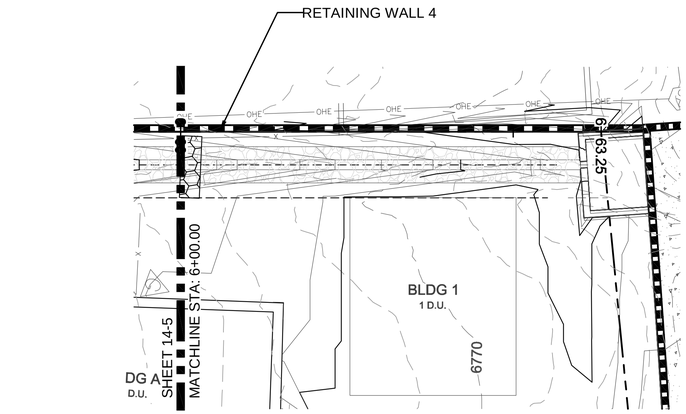
REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

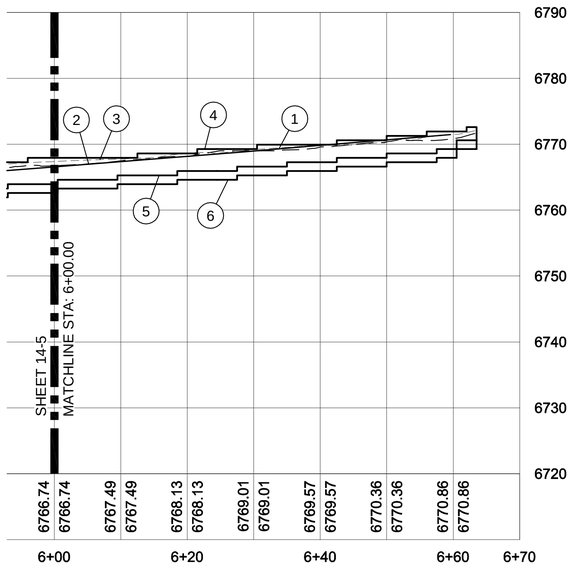
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-5

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

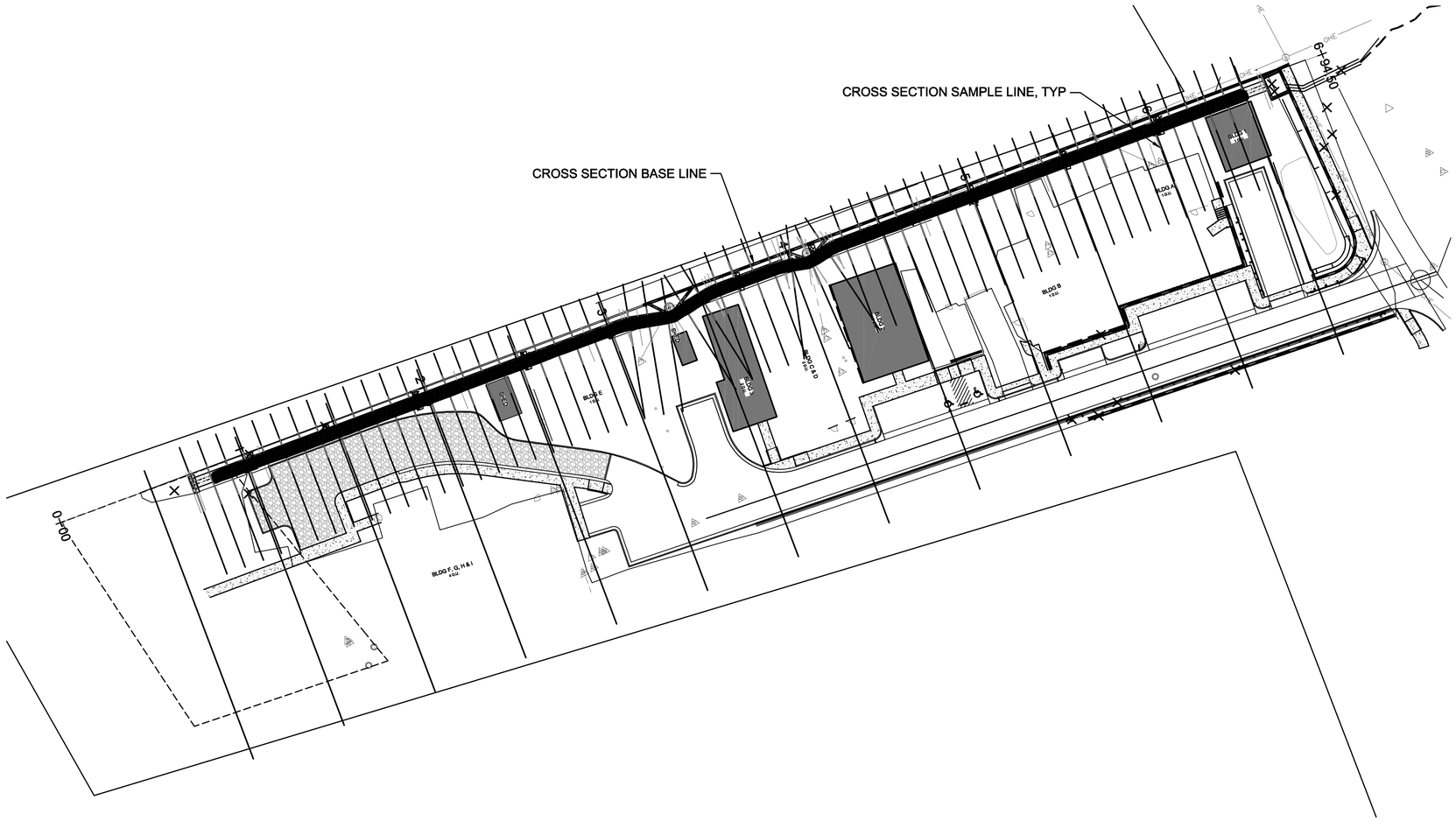
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-6

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

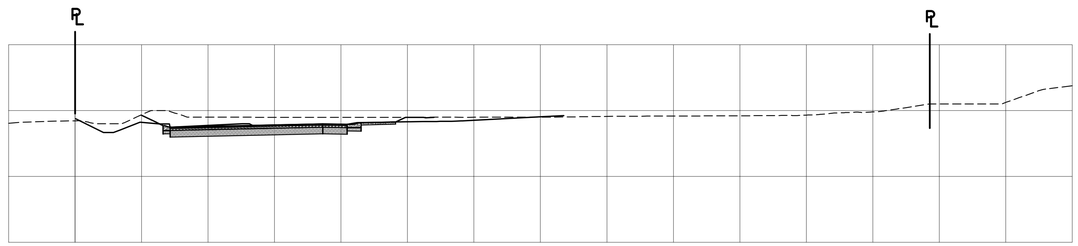
ENGINEERS SEAL

DATE

REVISIONS

WEST

EAST



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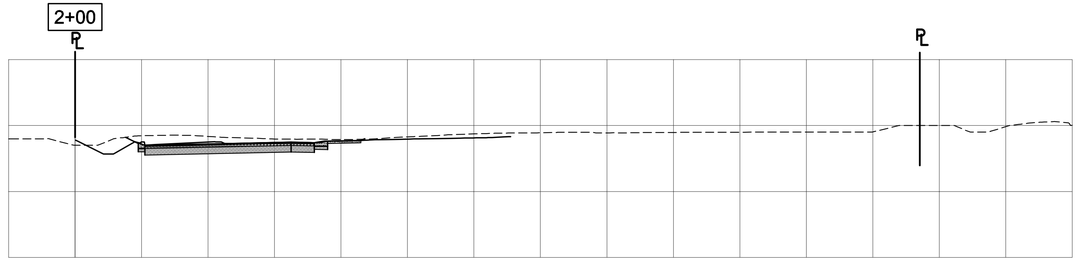

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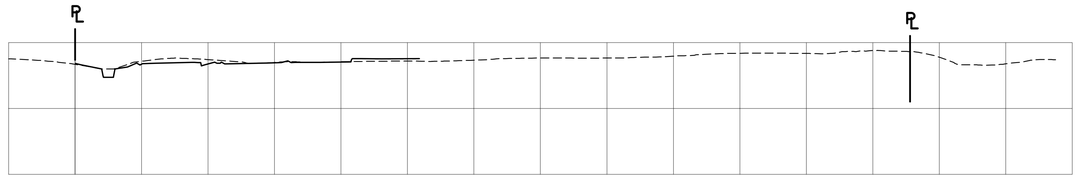

1+00

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
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-2

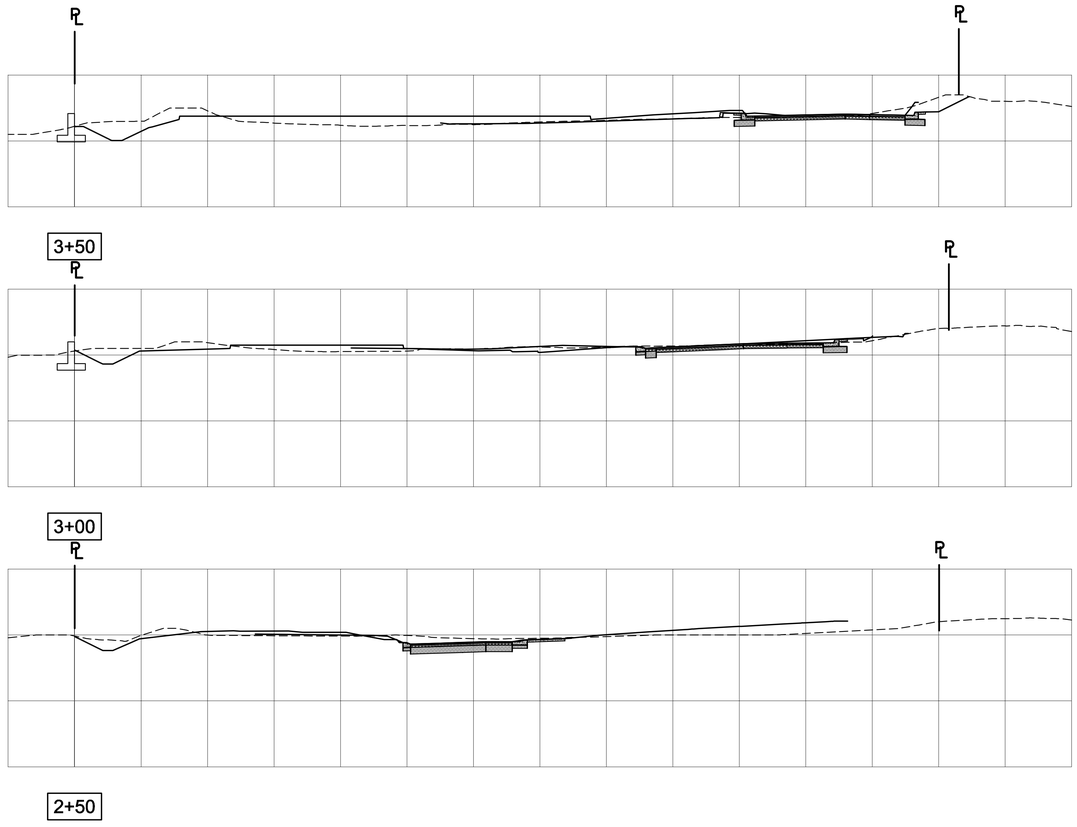
ENGINEER'S SEAL

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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REZONING AND DEVELOPMENT PLAN
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LOS CANALES
SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-3

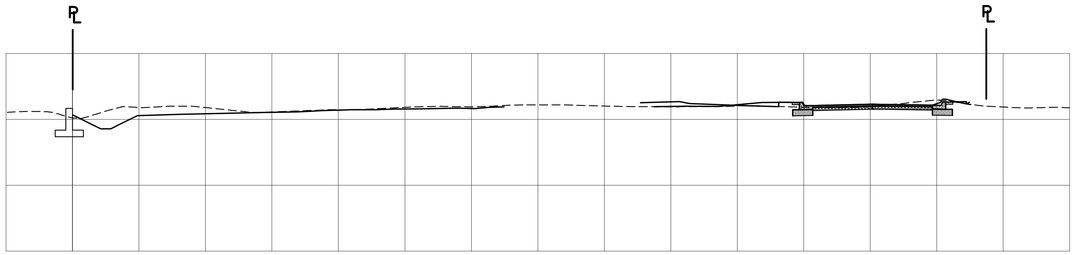
ENGINEERS SEAL

DATE

REVISIONS

WEST

EAST



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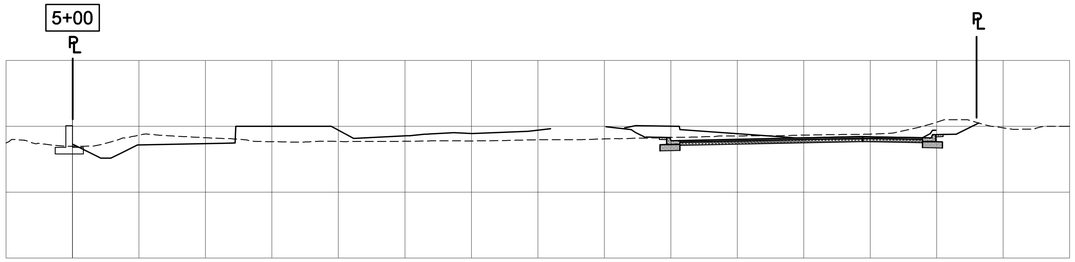

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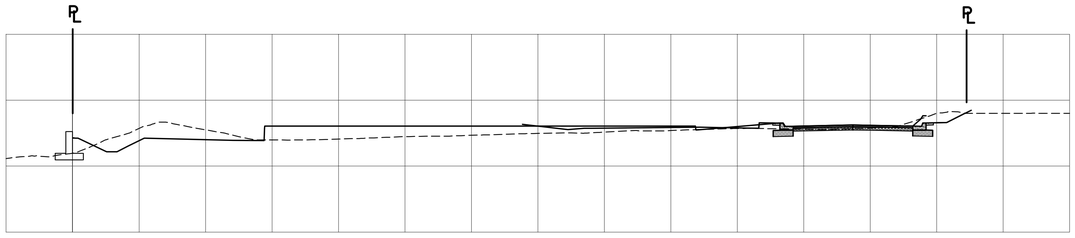

4+00

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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
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SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-4

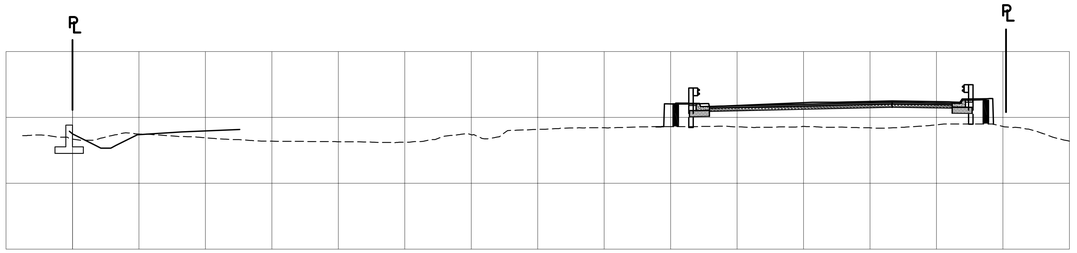
ENGINEER'S SEAL

DATE

REVISIONS

WEST

EAST



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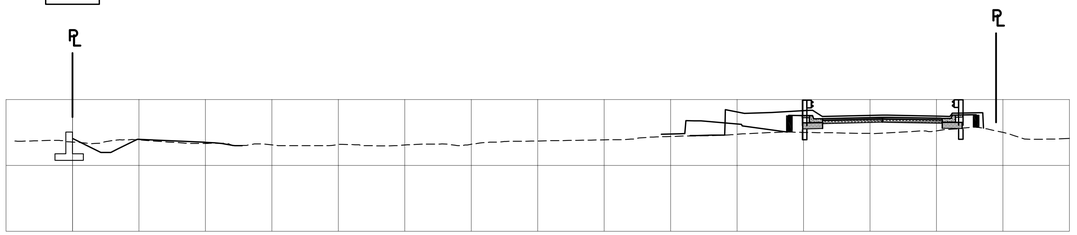

5+50

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

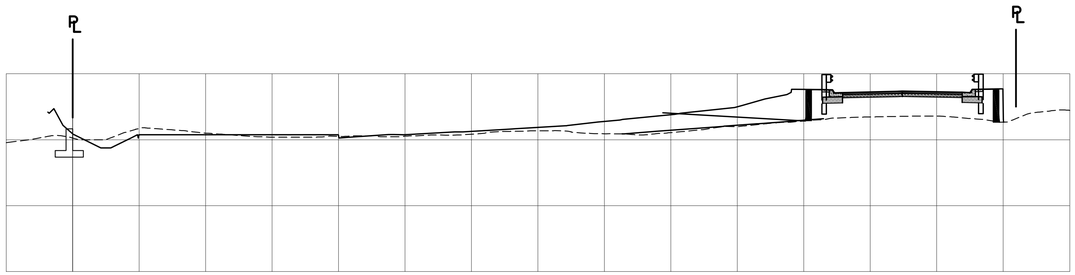
ENGINEER'S SEAL

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

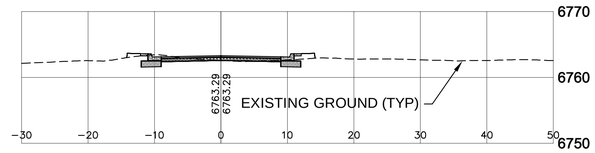
SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-6

ENGINEER'S SEAL

DATE

REVISIONS



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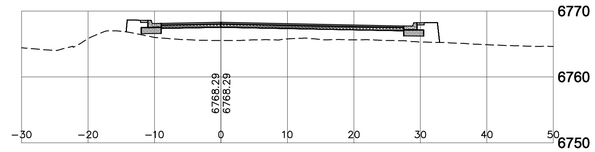

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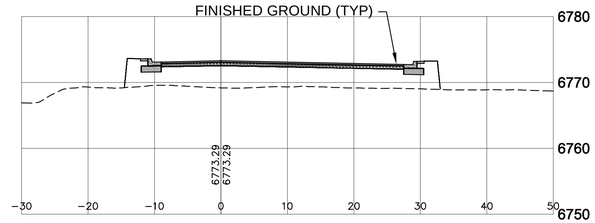

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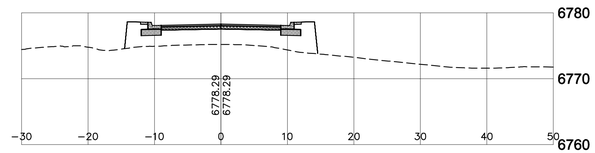

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0 5 10 20
SCALE: 1" = 10'

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

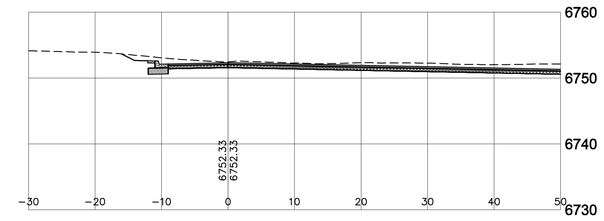
ROADWAY CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-7

ENGINEER'S SEAL

DATE

REVISIONS



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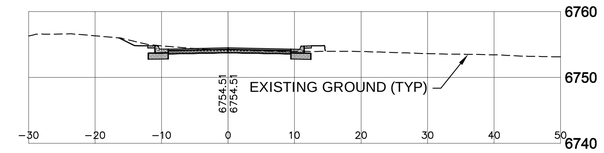

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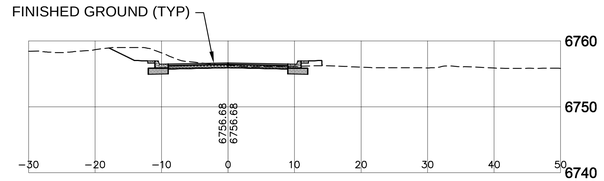

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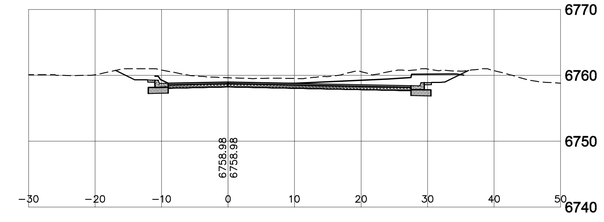

2+50

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
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

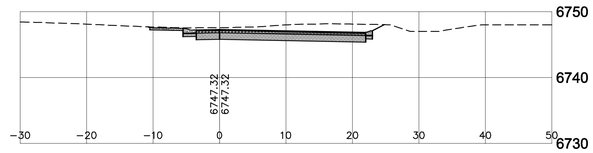
ROADWAY CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-8

ENGINEER'S SEAL

DATE

REVISIONS



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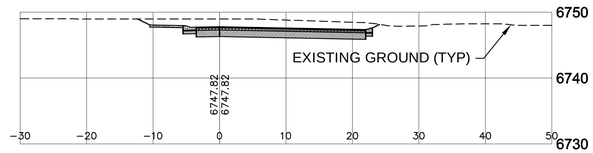

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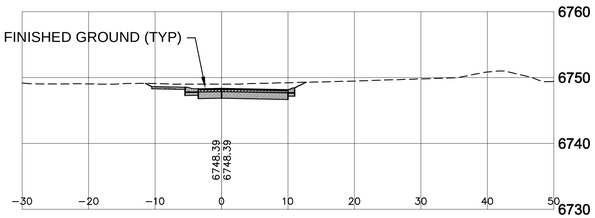

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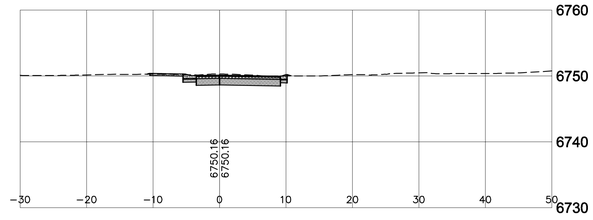

4+50

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

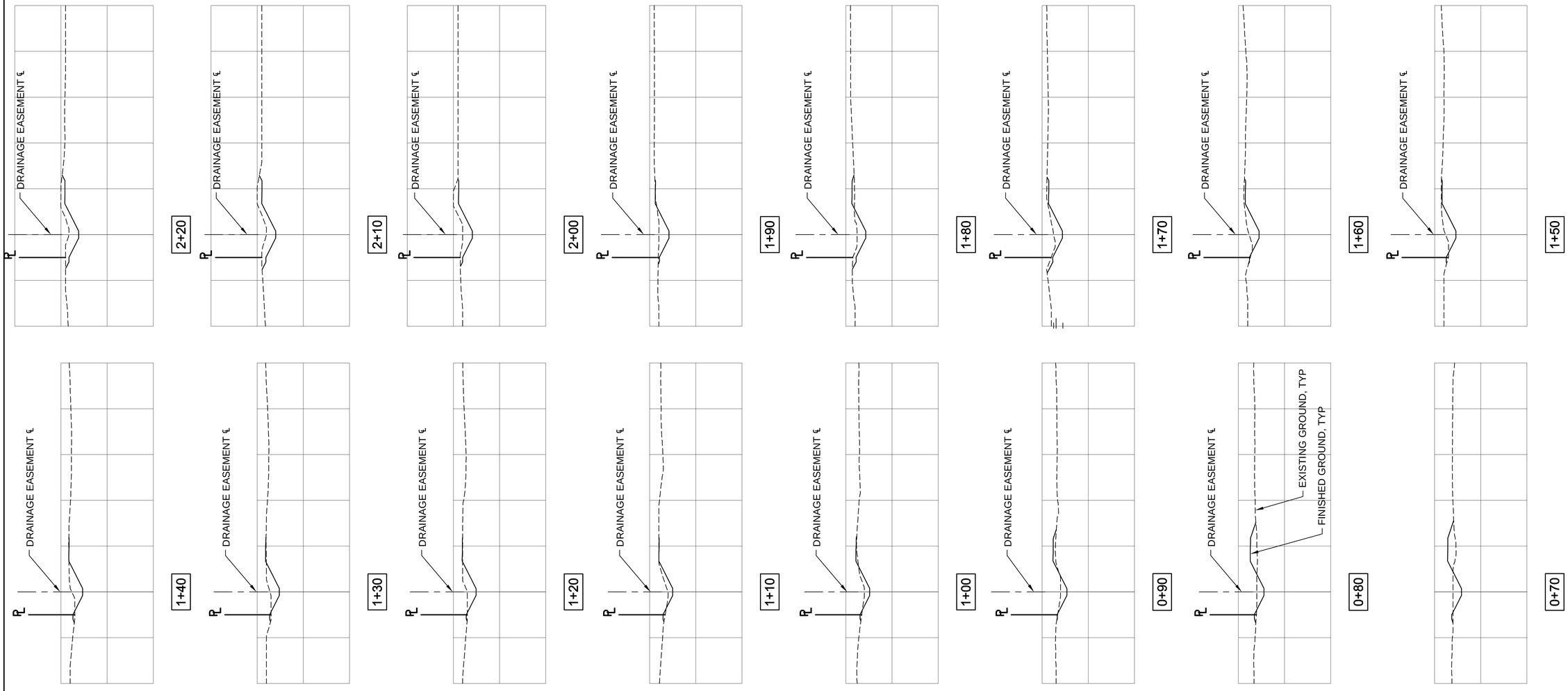
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-9

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

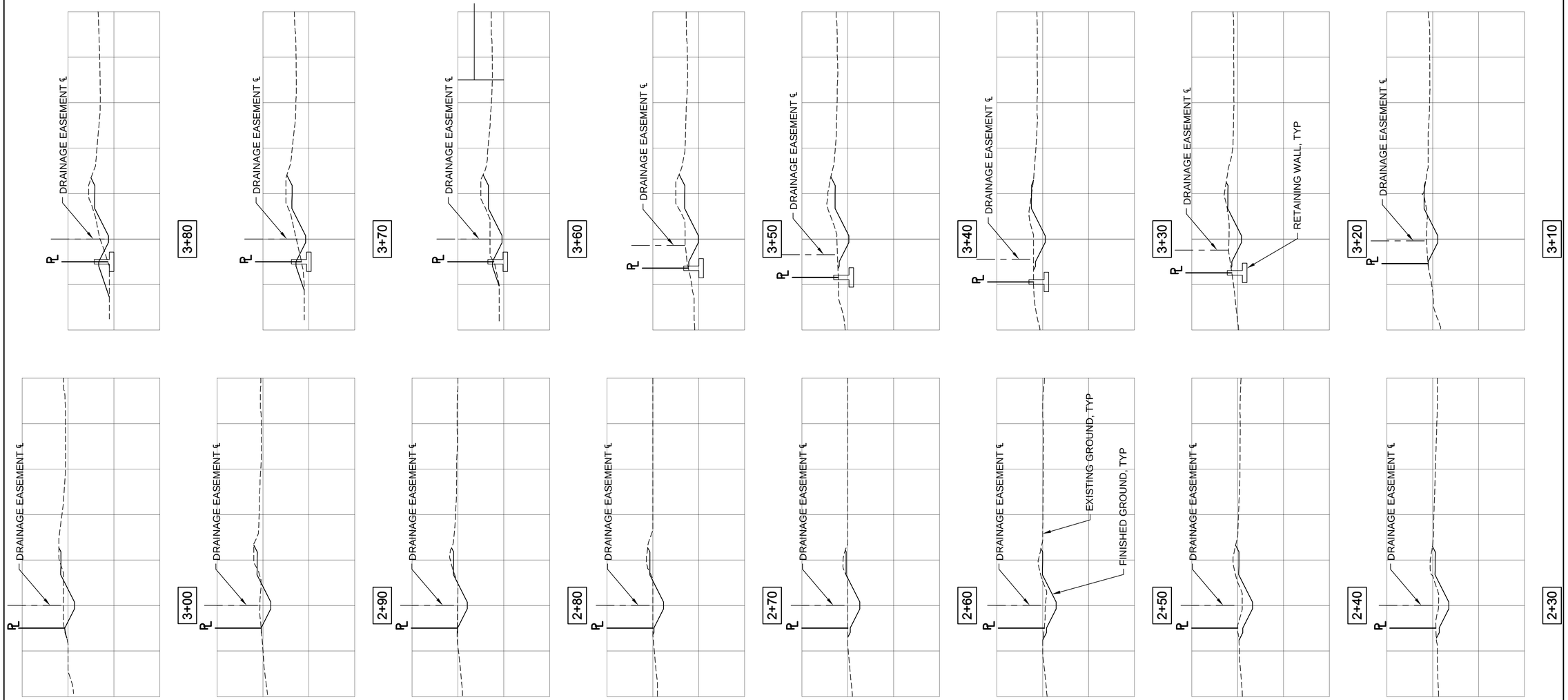
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-10

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
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

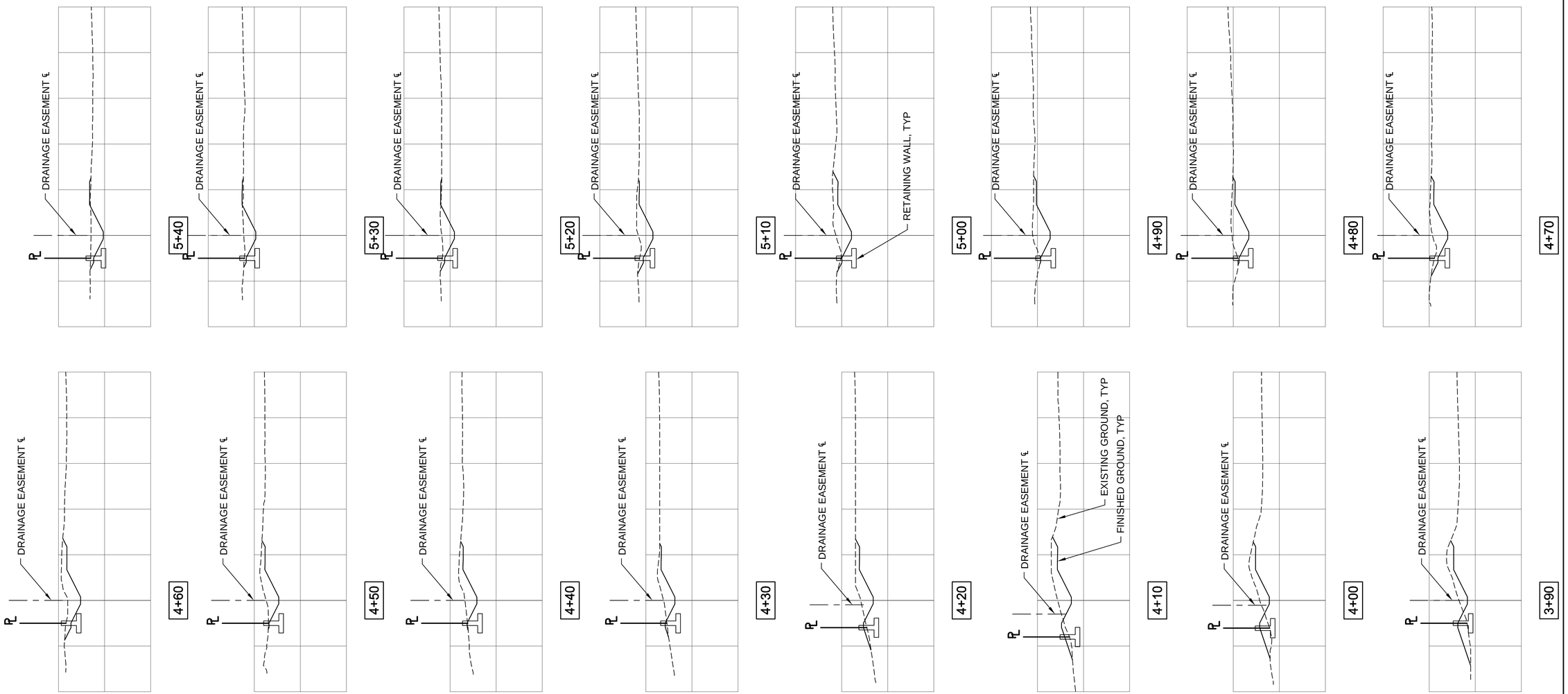
CHANNEL CROSS SECTIONS

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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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

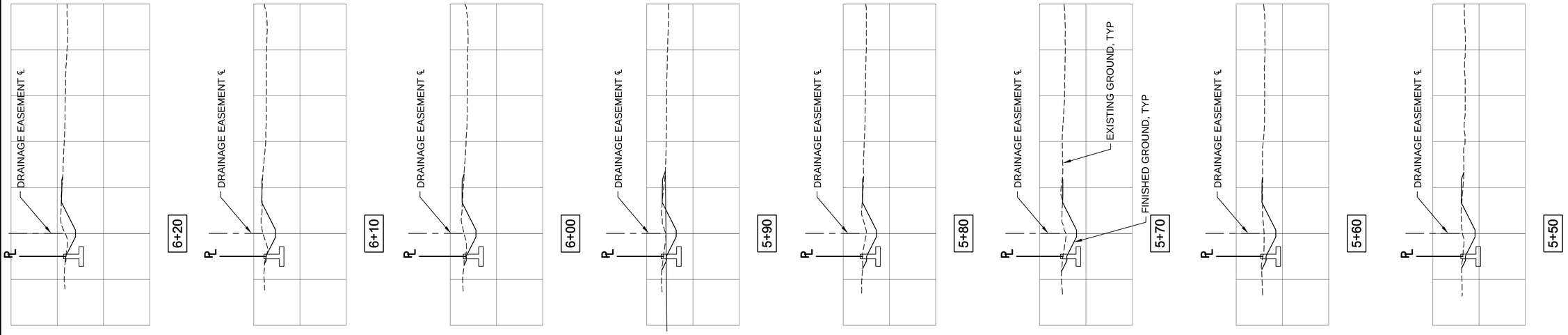
CHANNEL CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-12

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		
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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'	15-13

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.

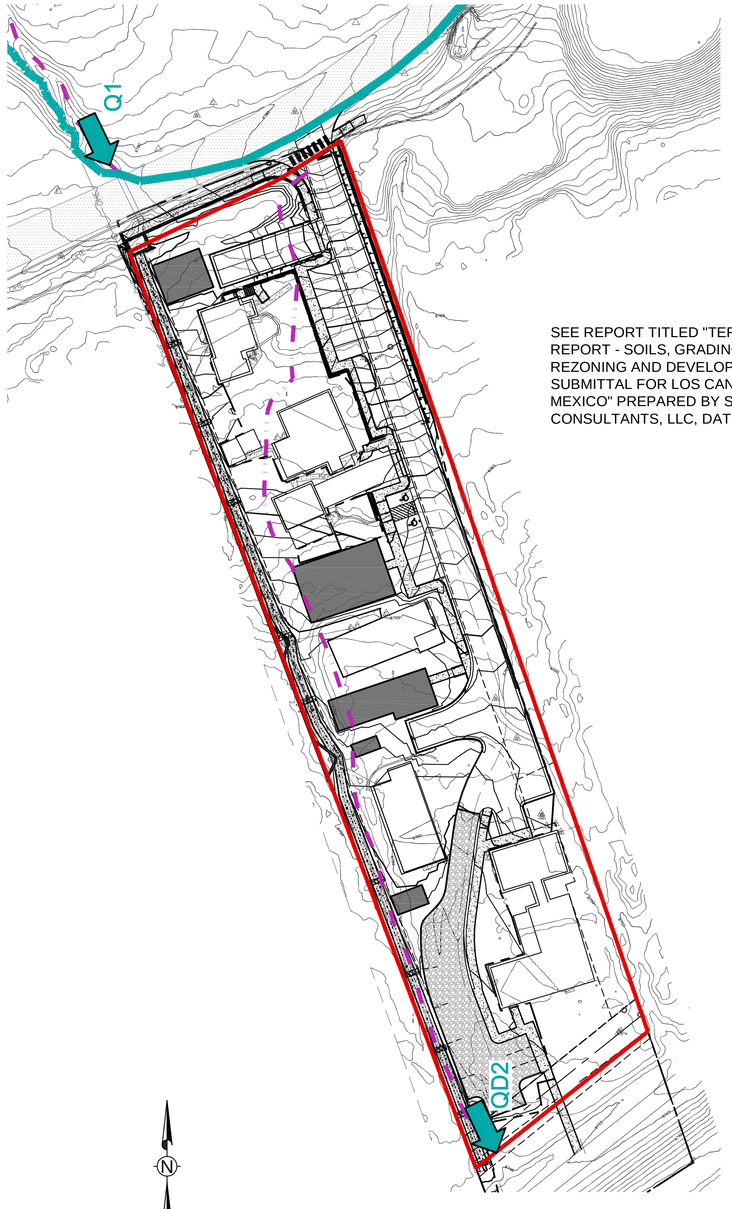
2.7 Plan Amendment:

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

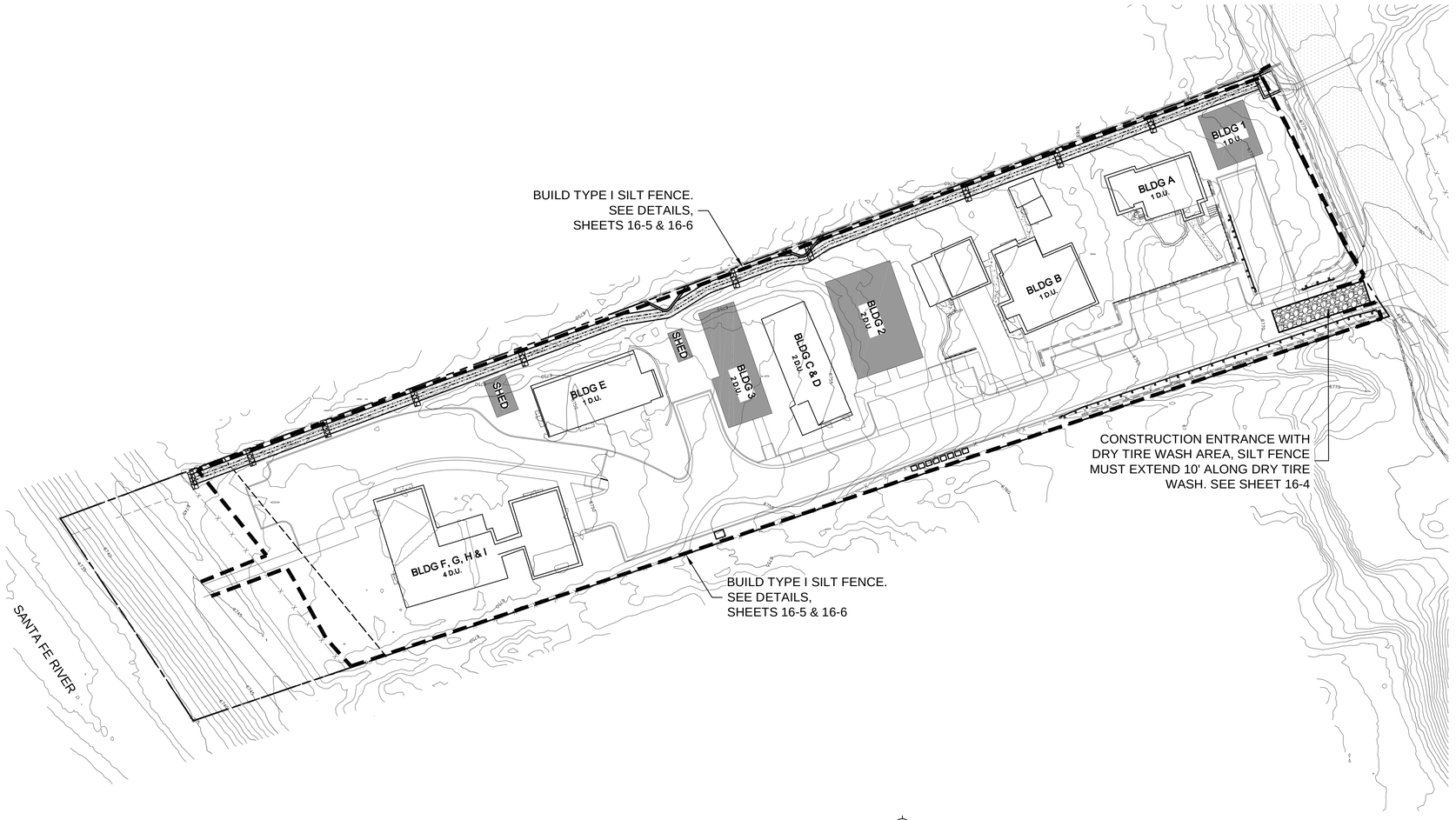
1. DISTURBED AREAS, STABILIZATION AND STRUCTURAL CONTROL MEASURES SHALL BE INSPECTED AS REQUIRED AND AT LEAST ONCE EVERY TWO WEEKS, AND WITHIN 24 HOURS OR THE NEXT WORKING DAY OF THE END OF A STORM EVENT. IF A PORTION OF THE SITE HAS BEEN FINALLY OR TEMPORARILY STABILIZED, AND RUNOFF IS UNLIKELY DUE 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
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STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		

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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

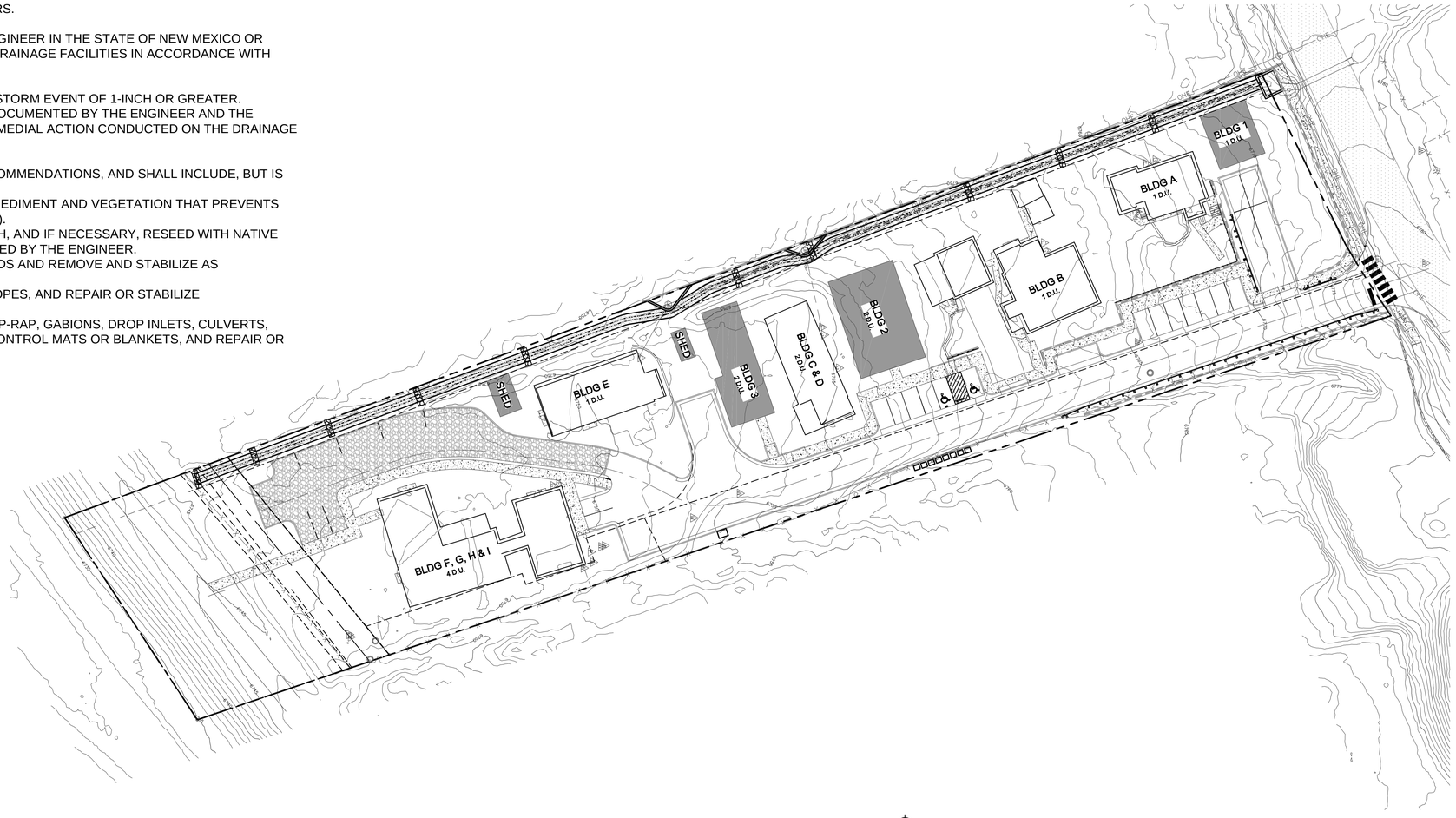
DRAINAGE FACILITIES MAINTENANCE NOTE

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'

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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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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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G. New Business		
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2. Case #2021-4241. Tierra Contenta Tract 50A Lot line adjustment And Findings of Fact and Conclusions of Law	Approved	2-5
3. Case #2021-3976. 123 and 135 Grant Ave. Development Plan	Approved	5-10
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5. Case #2021-3978. 123 and 135 Grant Avenue Variance, Exhibit A Withdrawn		
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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;*

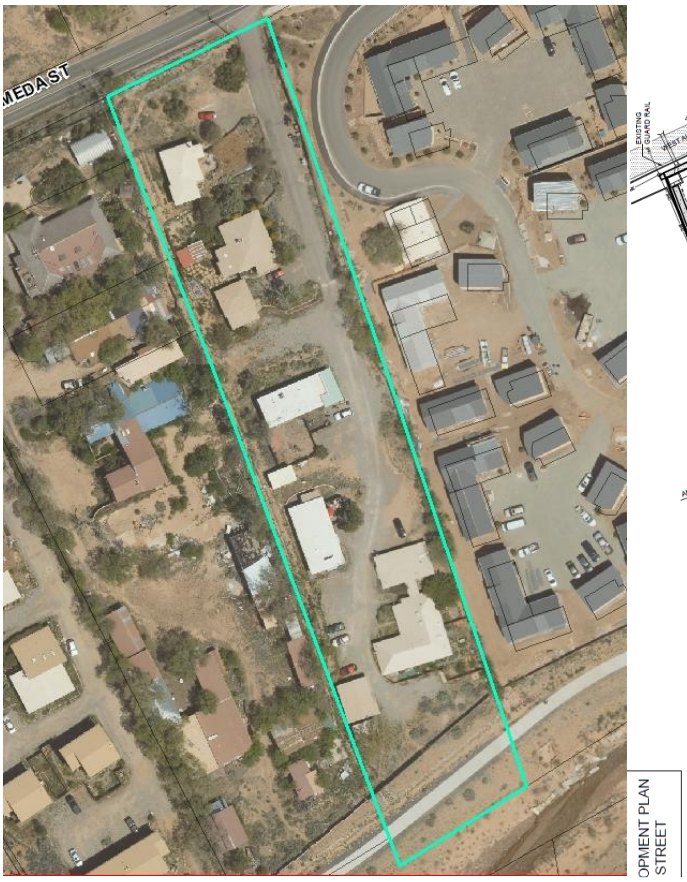
  or

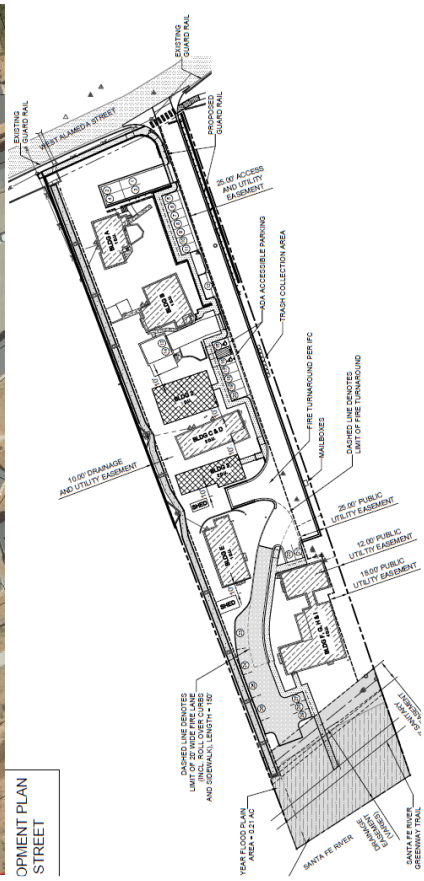
- ***Move to deny*** *the final development plan for 2190 W. Alameda Street, and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

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	

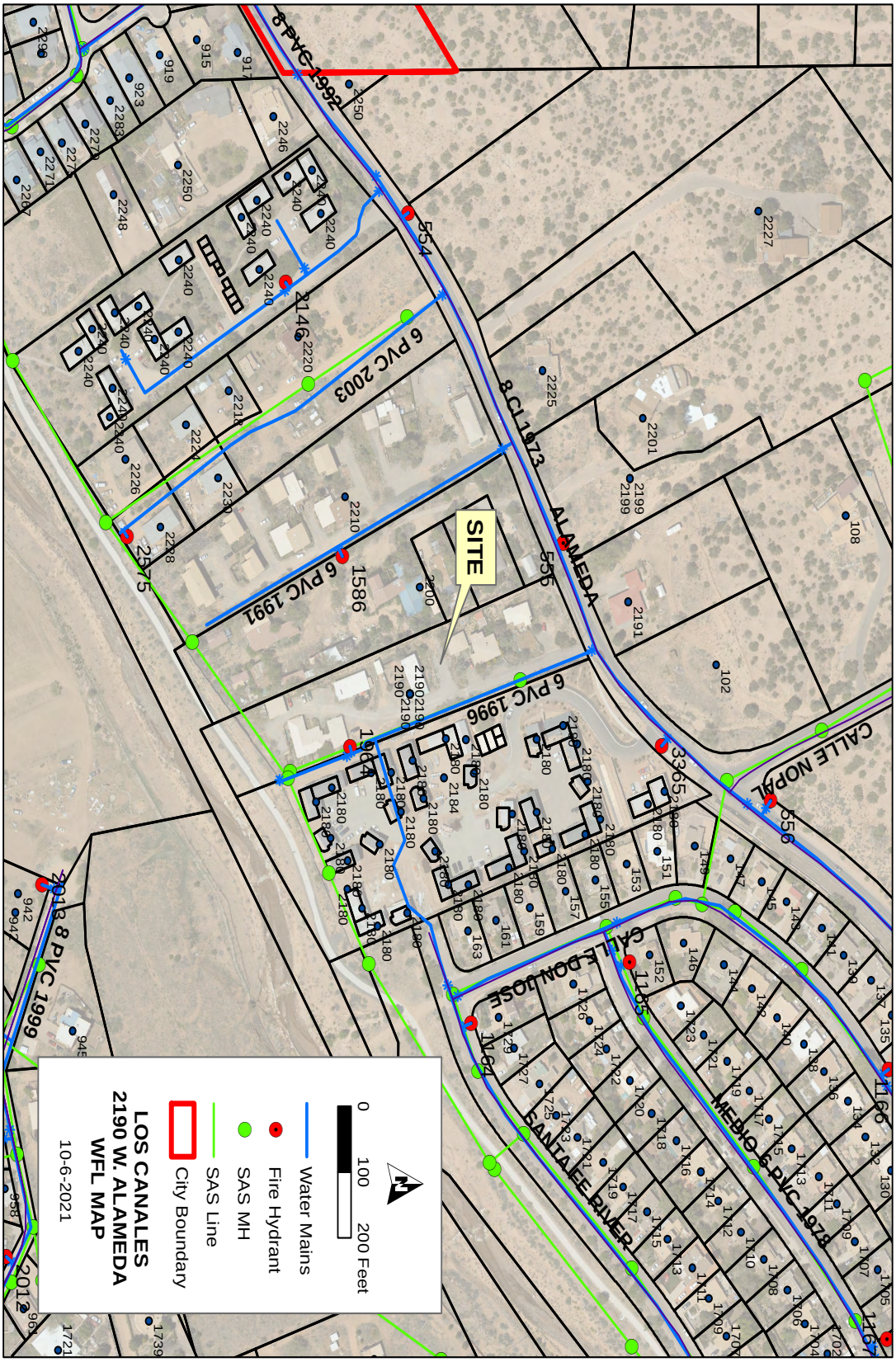
Technical Corrections*:	Must be completed by:
1	
2	
3	
4	

*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
ALAMEDA
CALLE NOPAL
CALLE DON JOSE
SANTA FE RIVER
MEDIO 6 PVC 1978
8 PVC 1992
8 CI 1973
6 PVC 2003
6 PVC 1991
6 PVC 1996
8 PVC 1999
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,

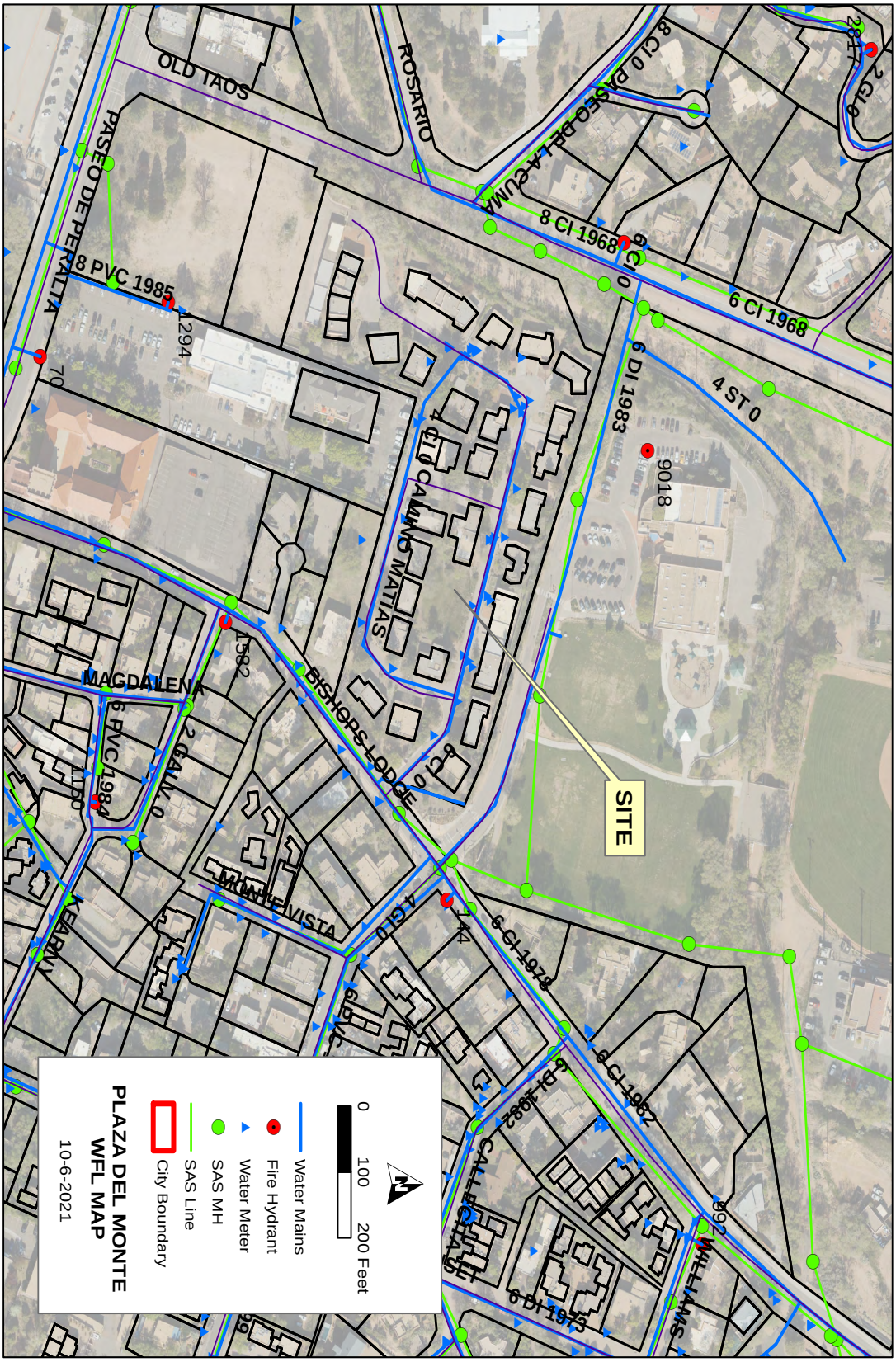
I have two DRT cases that I would like to go over in tomorrow's Development meeting.

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



OLD TAOS
ROSARIO
PASEO DE PERALTA
8 PVC 1985
1294
70
8 CI 0 PASEO DE LA CUMA
8 CI 1968
6 CI 0
6 CI 1968
6 DI 1983
4 ST 0
9018
4 CI 0 CAMINO MATIAS
MAGDALENA
1582
BISHOPS LODGE
6 PVC 1984
2 GALV 0
1150
SITE
MONTE VISTA
KEARNY
4 GI 0
144
6 CI 1978
6 PVC
6 CI 1982
6 DI 1982
CALLE CITA
992
WILLIAMS
6 DI 1973
2 GI 0
2817
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

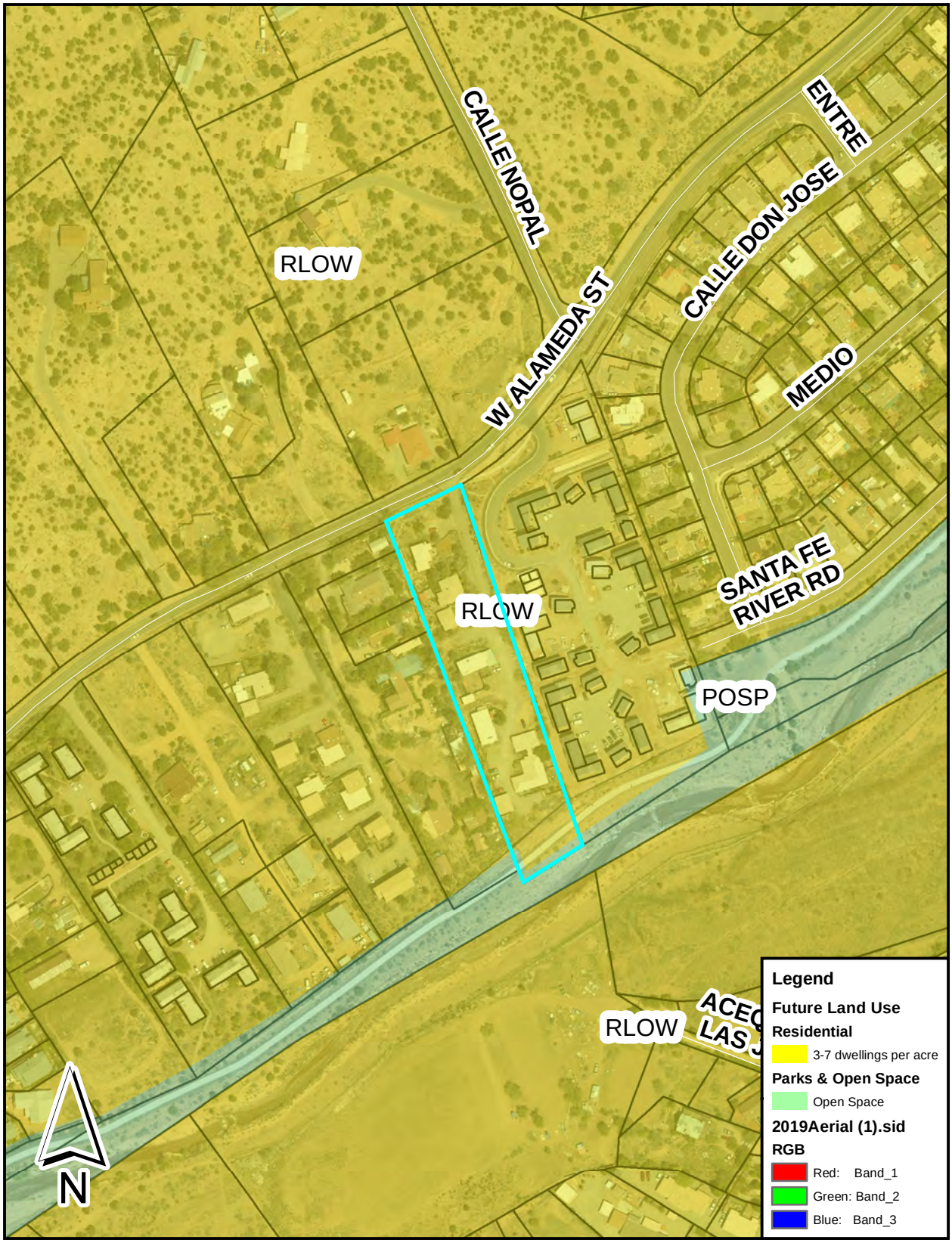


Exhibit C2: Current Zoning Map



Exhibit C3: Aerial View

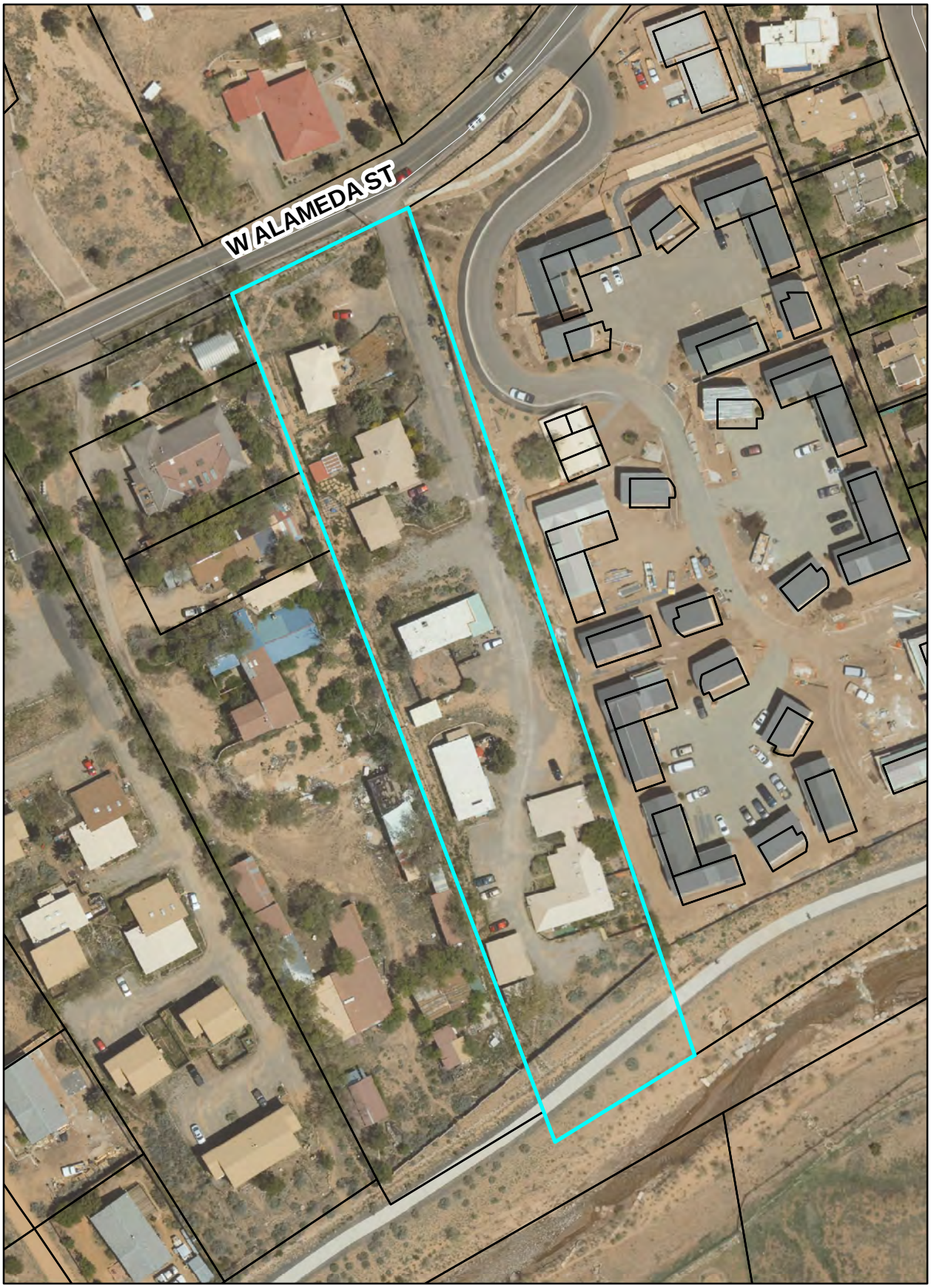


Exhibit C4: Google Views

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.*

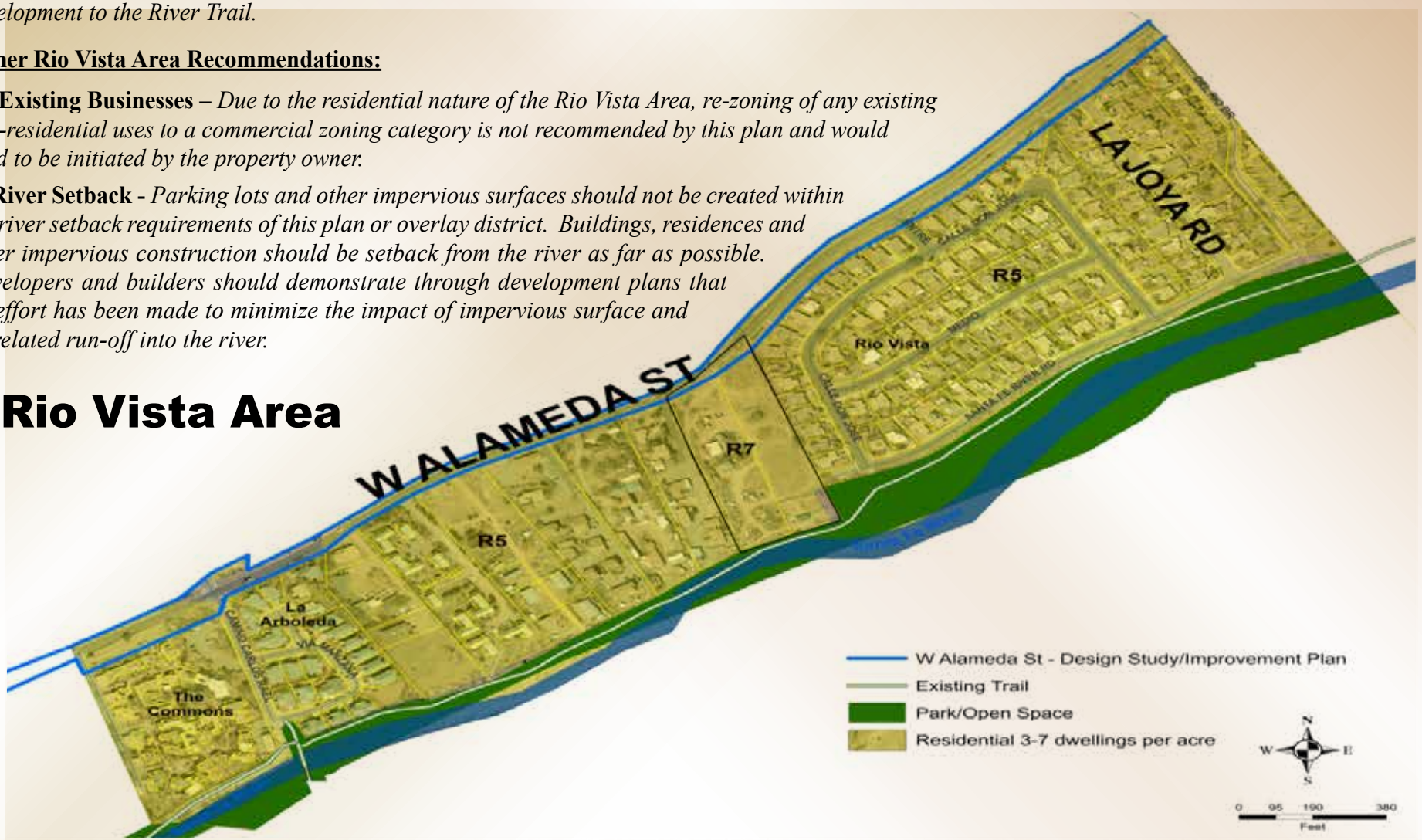
D. Historical Surveys/Archaeology Reconnaissance – *The Rio Vista Area is within the city's "River and Trails Archaeological Review District" and clearance permits are required of all developments over two (2) acres in size where previous archaeological reconnaissance, excavation or other treatment has 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.*

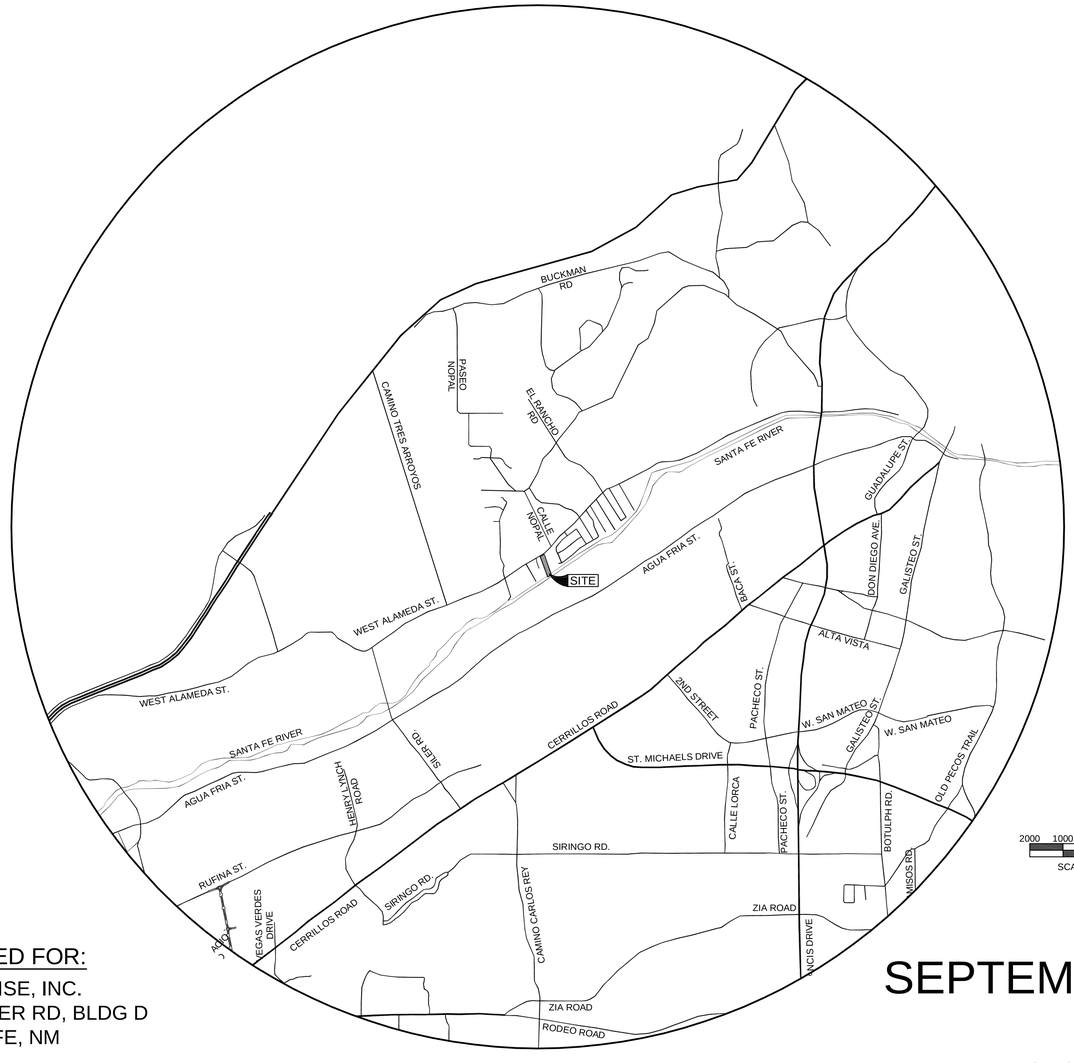


REZONING AND DEVELOPMENT PLAN

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

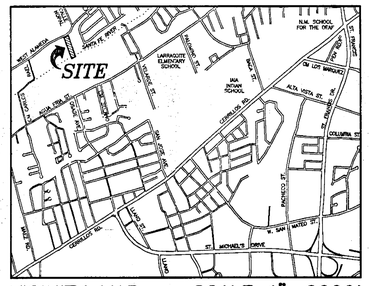
REVISED OCTOBER, 2021

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.

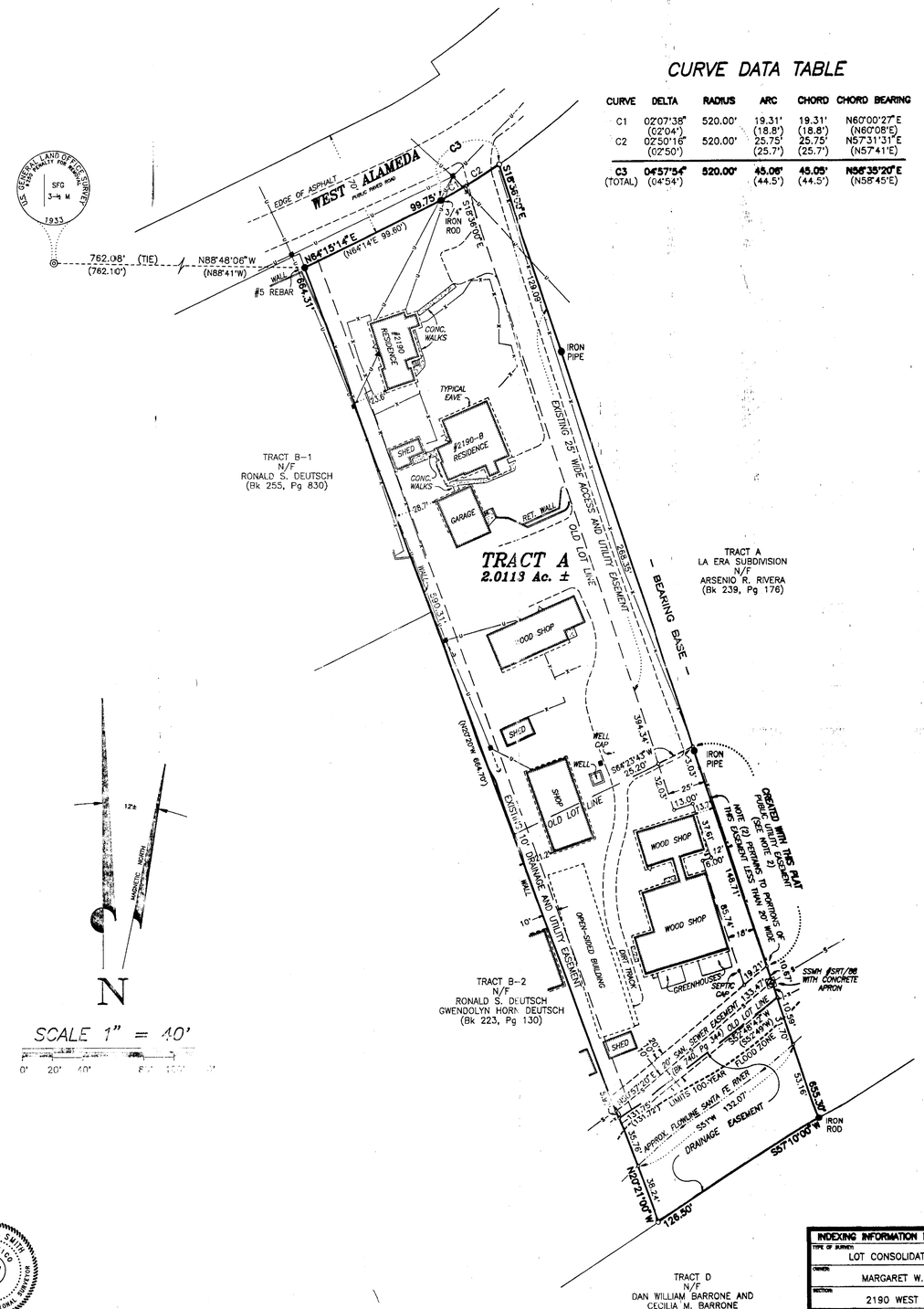
2) CITY OF SANTA FE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH MAY OCCUR WHEN ACCESSING CITY'S SANITARY SEWERLINE FOR MAINTAINANCE.

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

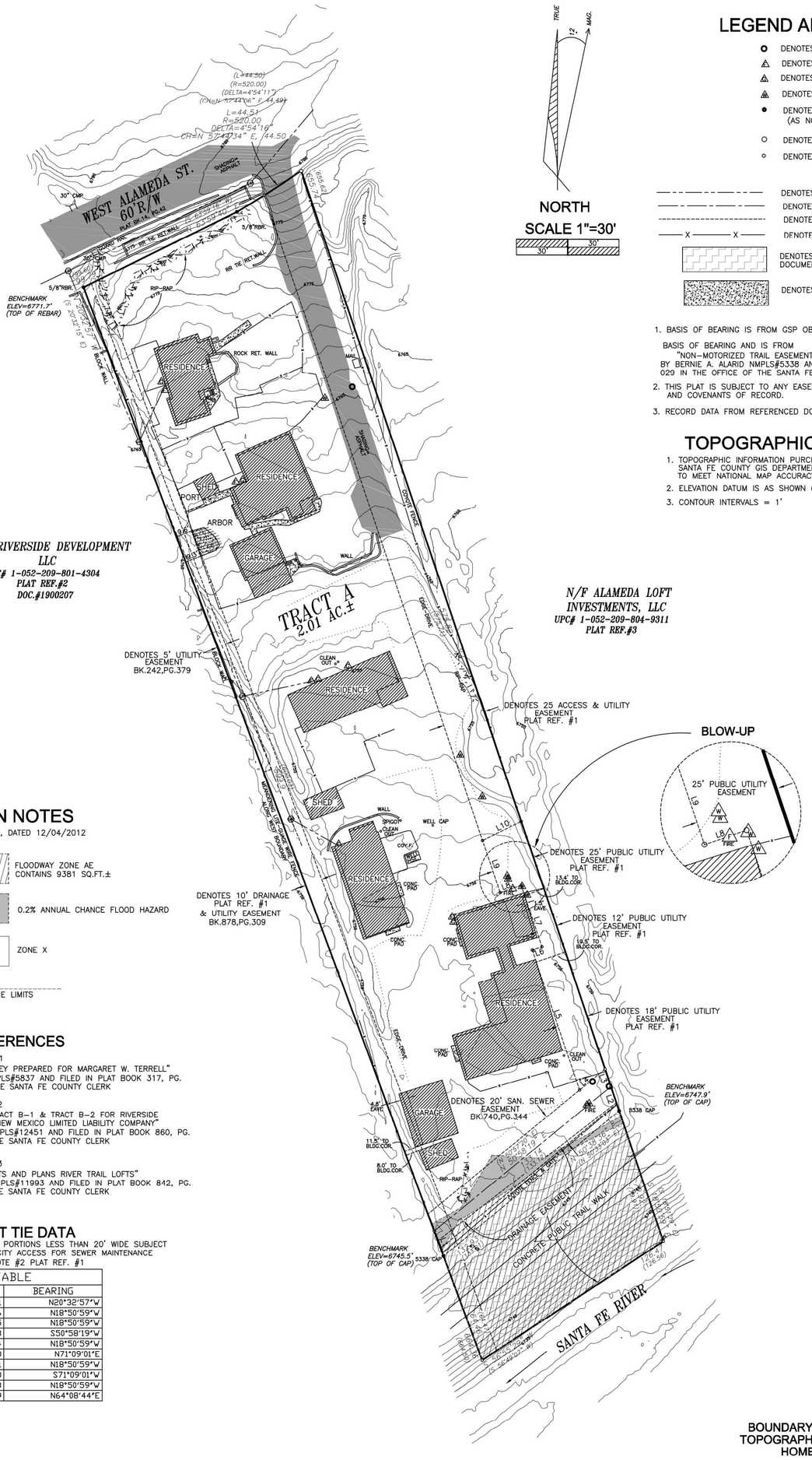
MARGARET W. TERRELL

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

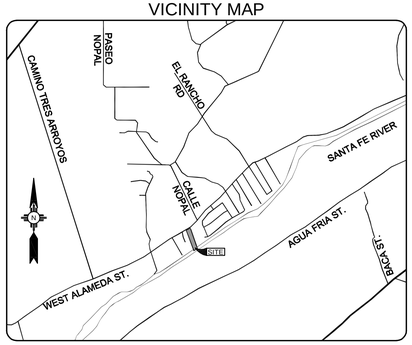
INDEXING INFORMATION FOR THE COUNTY CLERK

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

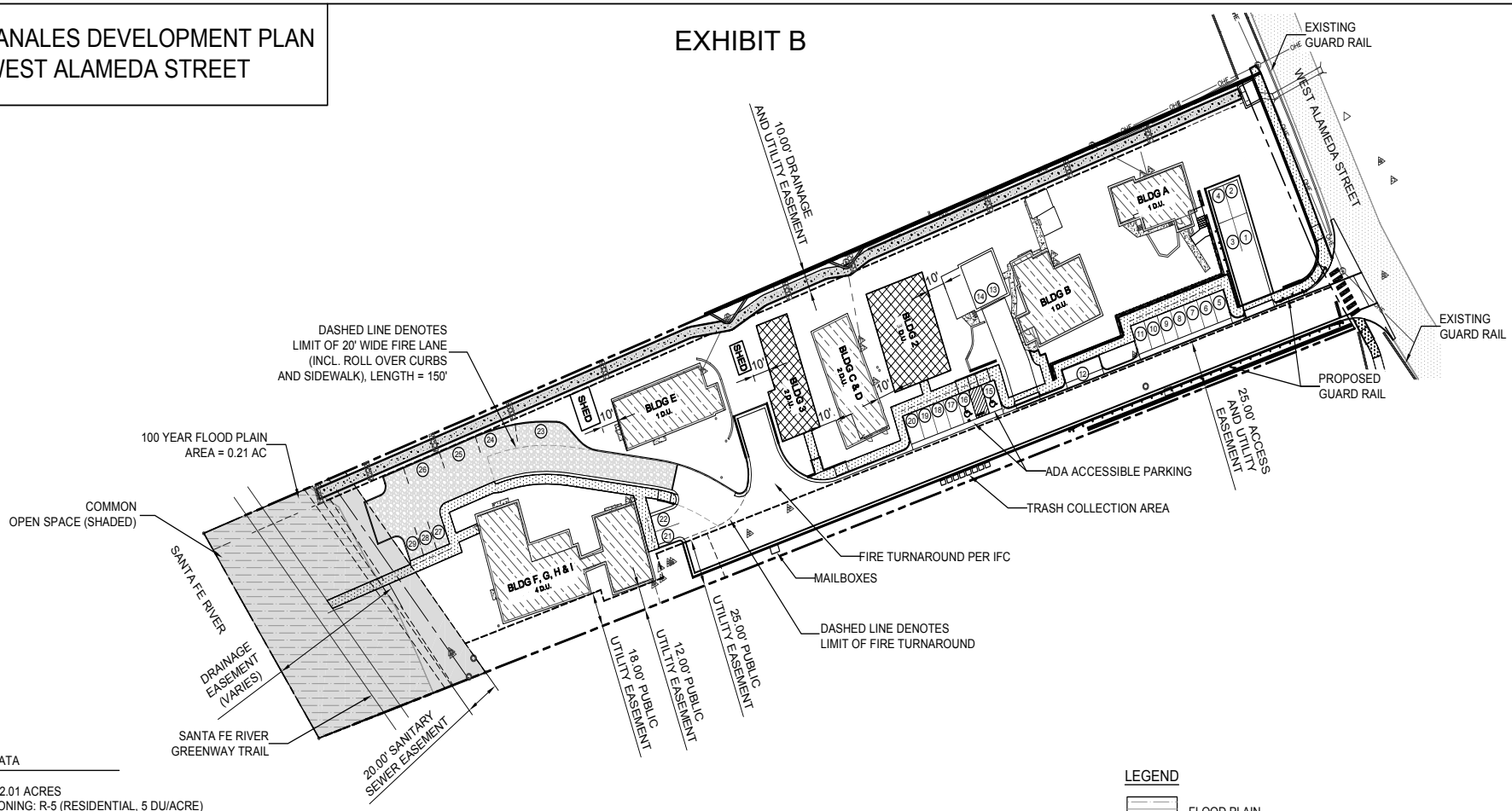
DEVELOPMENT PLAN
SHEET 1 OF 2

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 # _____

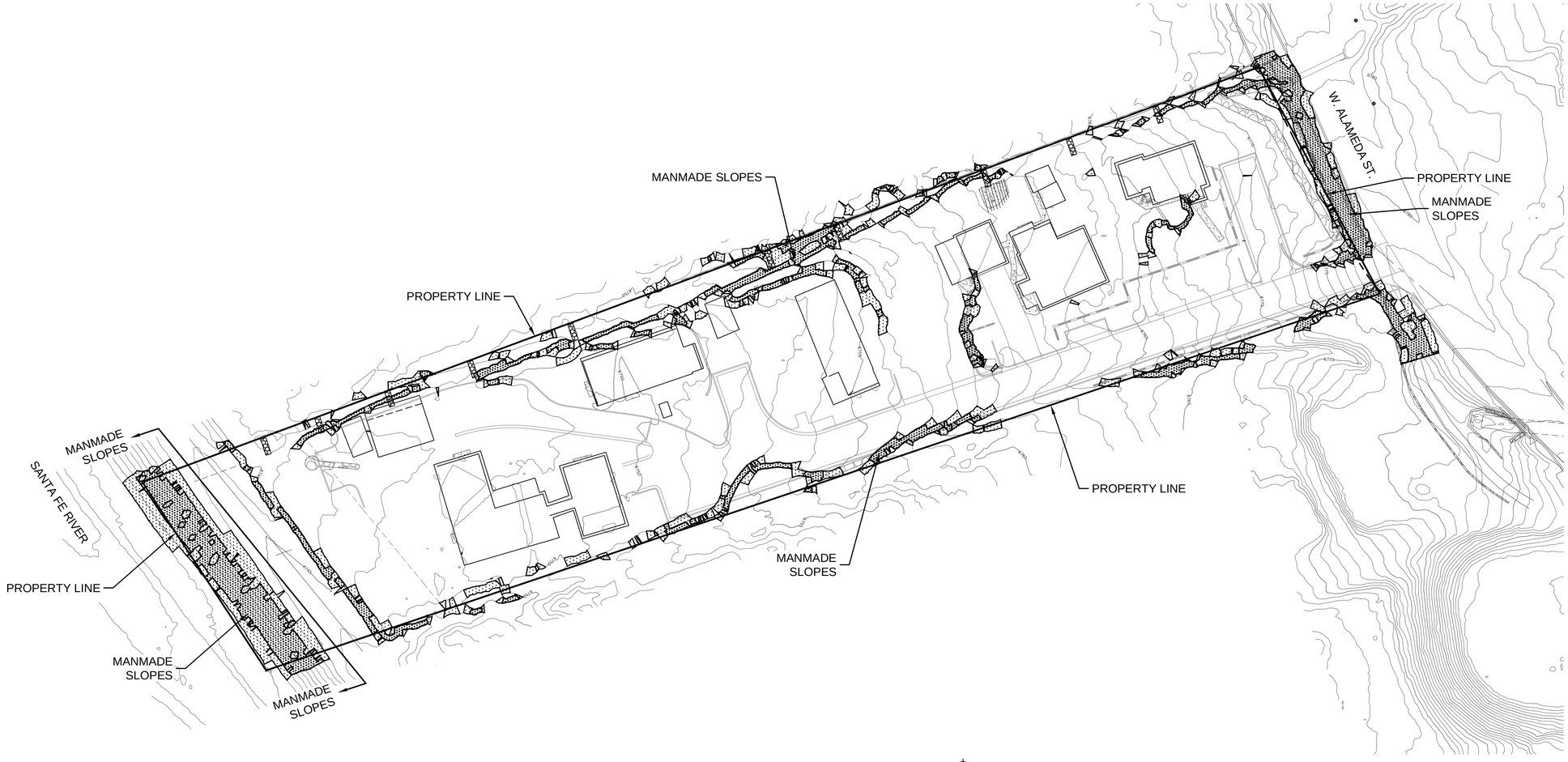
JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

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

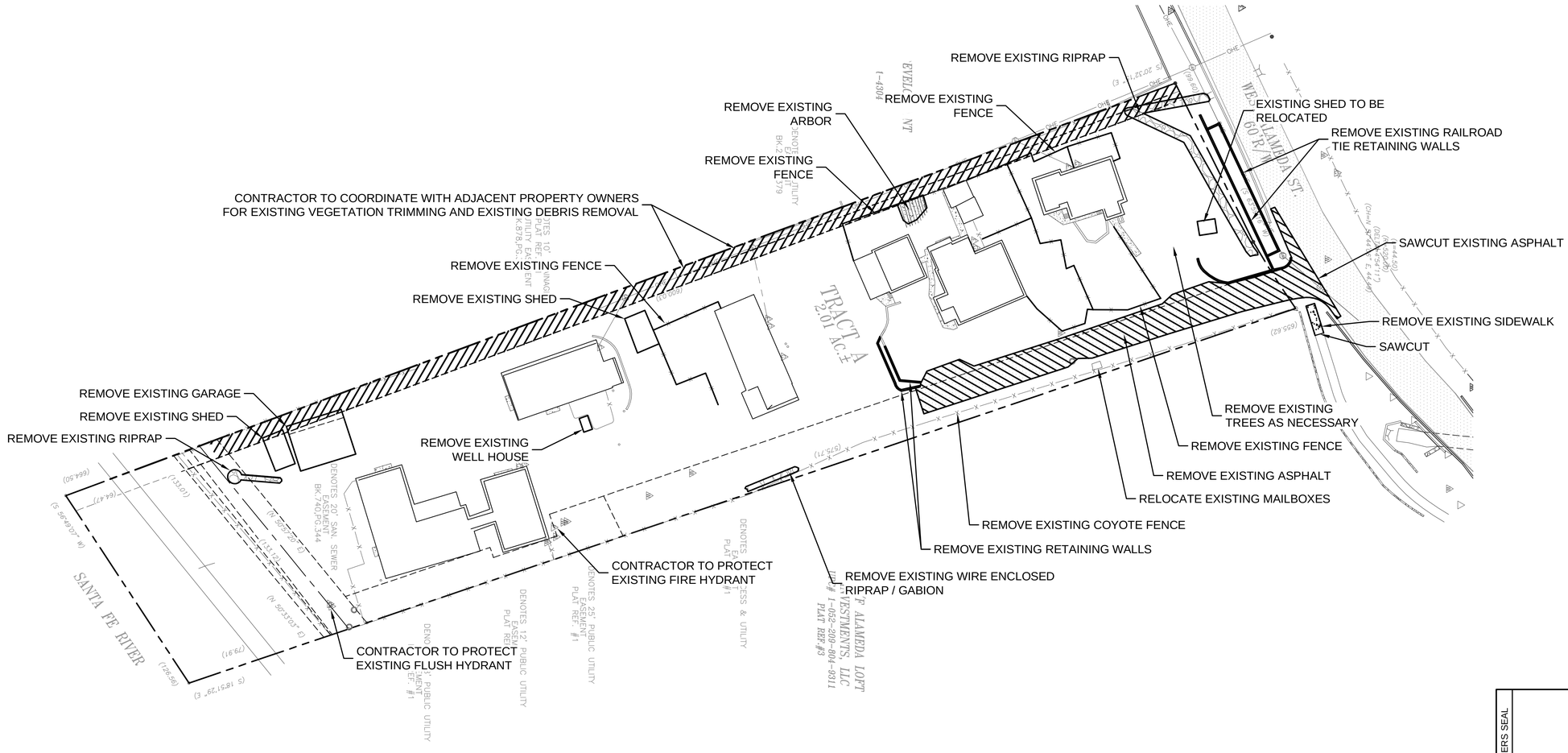
Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

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
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

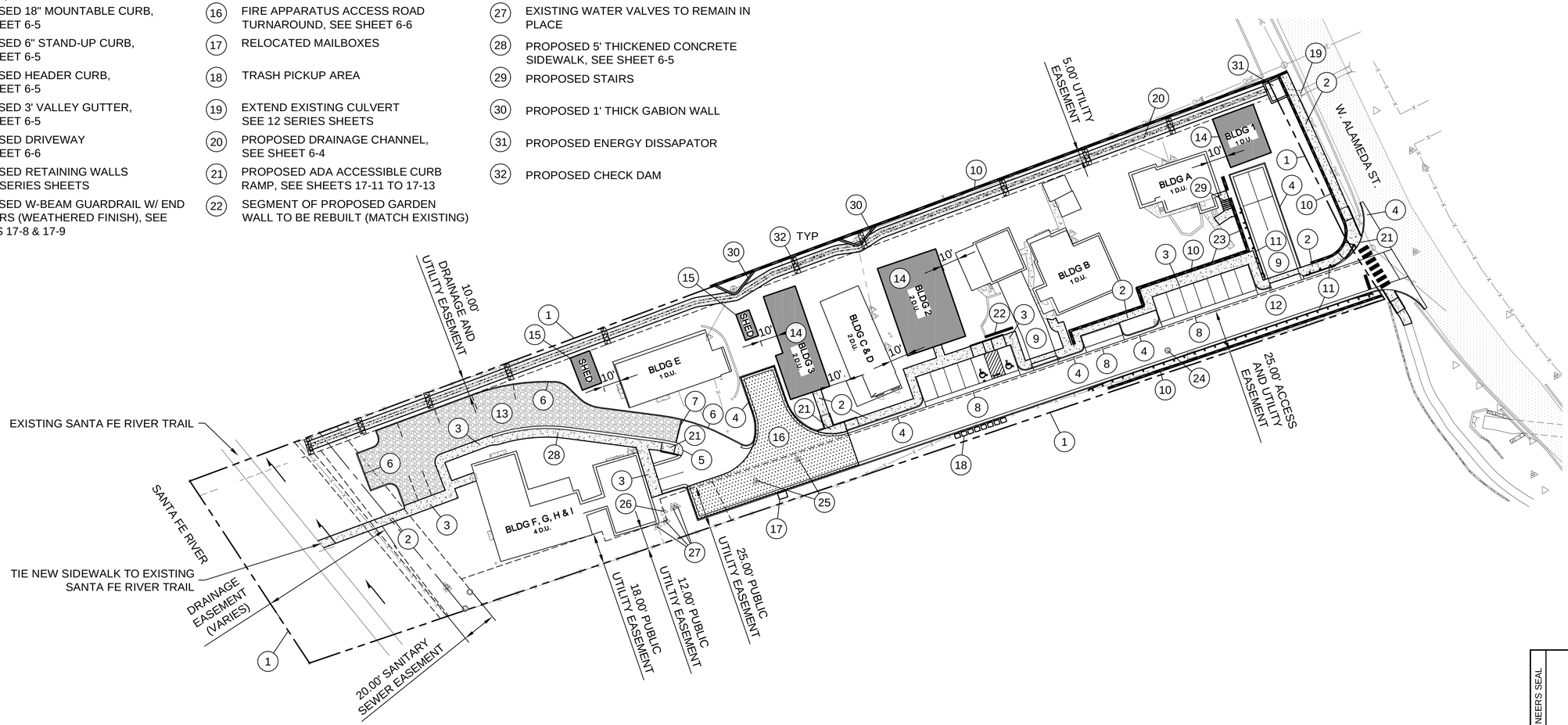
DEMOLITION PLAN

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		
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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	
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STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
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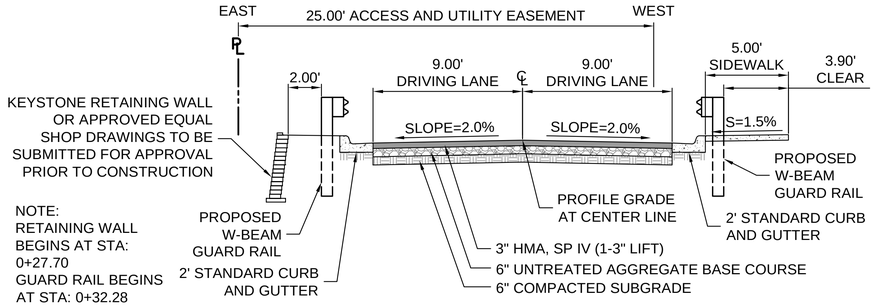
REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

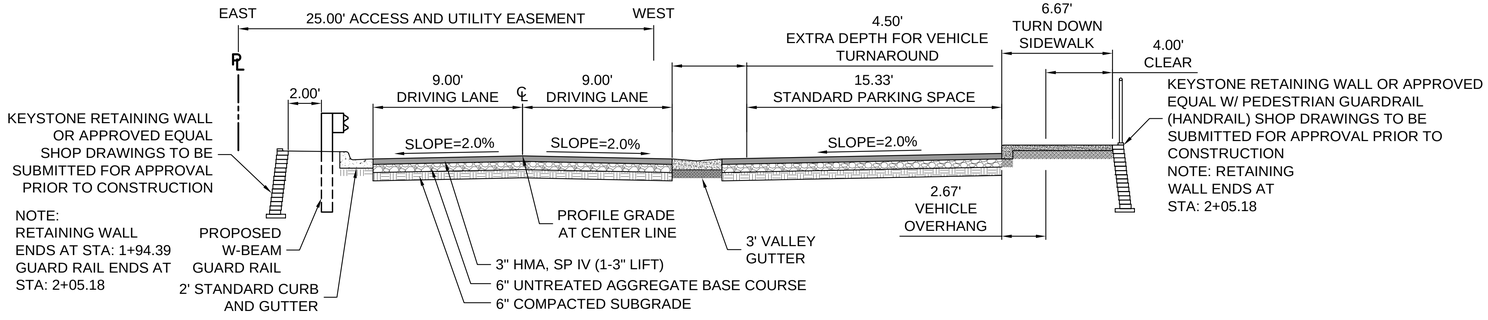
GENERAL NOTES

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-2



TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

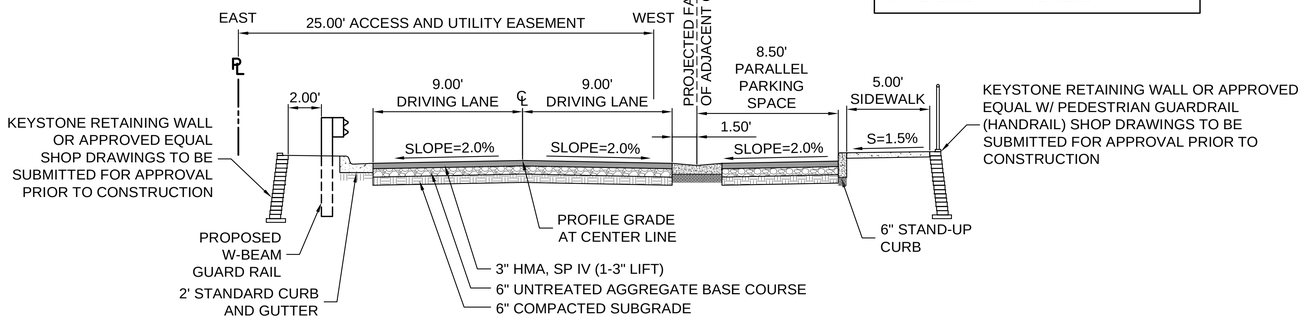
STA: 0+00.00 TO STA: 0+67.34



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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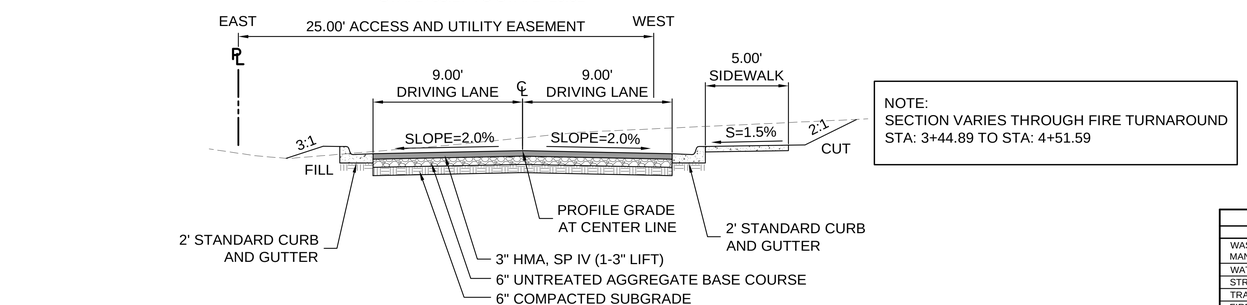
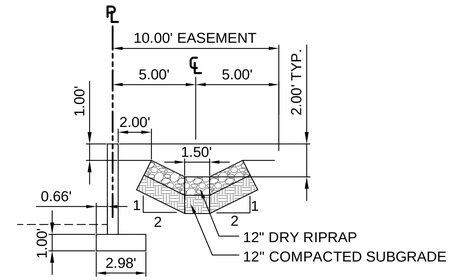


TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

STA: 3+02.18 TO STA: 3+44.89



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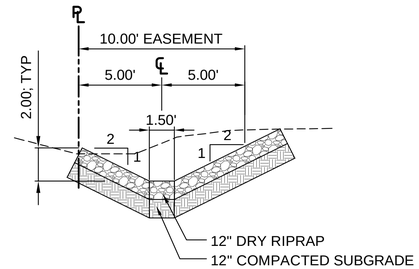

TYPICAL CHANNEL SECTION

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
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STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
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SANTA FE, NEW MEXICO

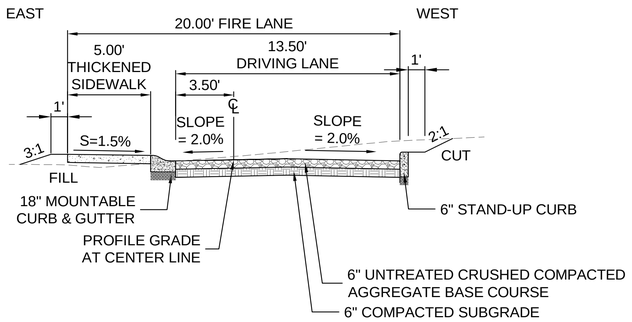
TYPICAL SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-3

ENGINEERS SEAL

DATE

REVISIONS



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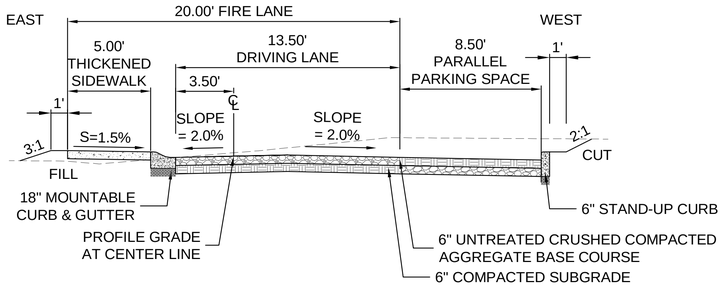

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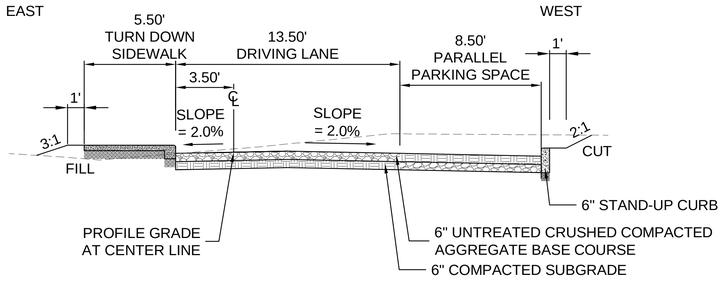
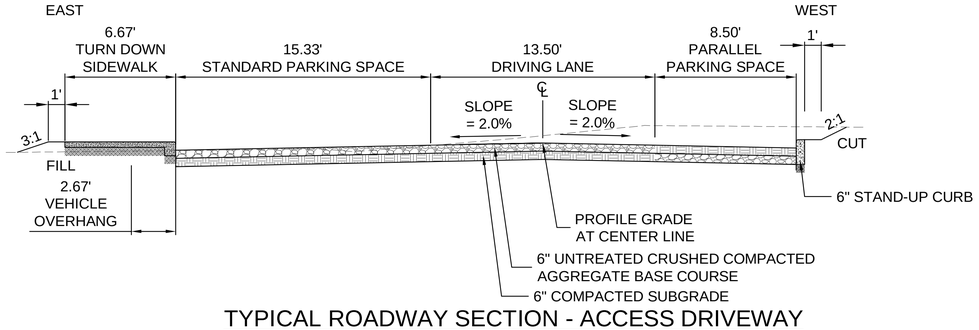
STA: 4+51.59 TO 5+62.04



TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

STA: 5+62.04 TO 5+93.62



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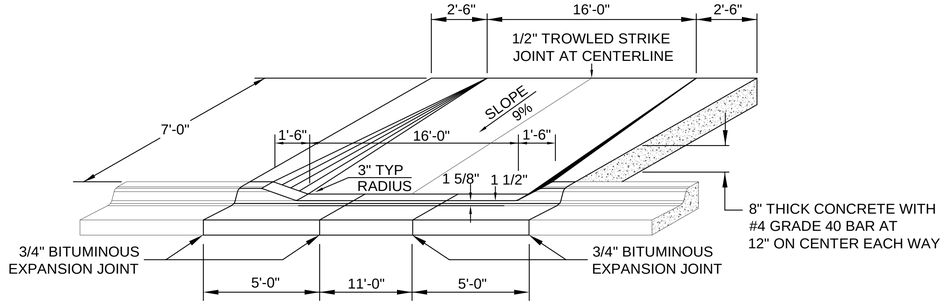
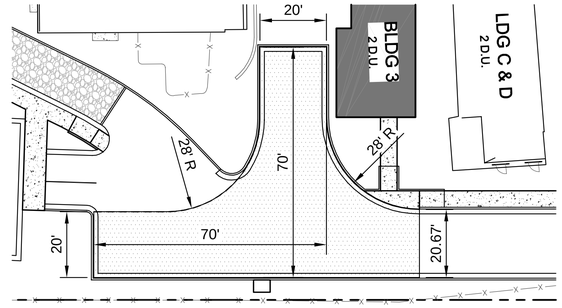


DRIVEWAY DETAIL



FIRE APPARATUS ACCESS
ROAD TURNAROUND

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

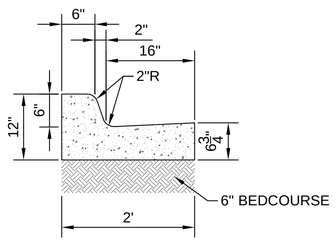
TYPICAL SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-4

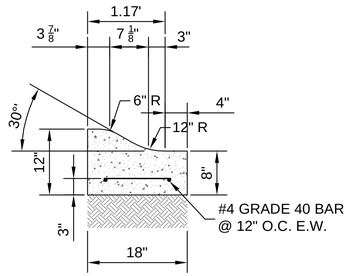
ENGINEERS SEAL

DATE

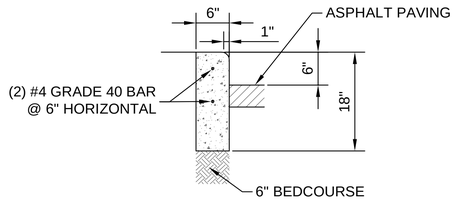
REVISIONS



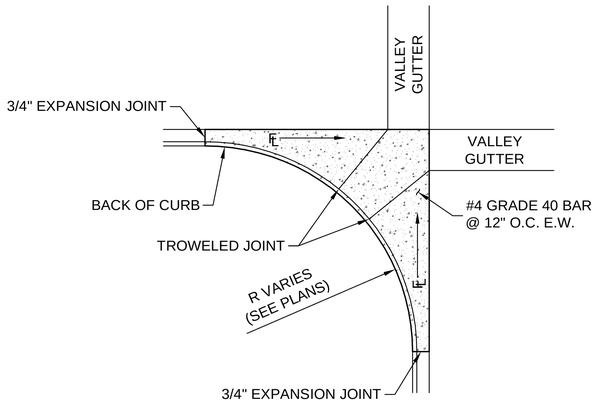
STANDARD 2' CURB AND GUTTER



MOUNTABLE CURB AND GUTTER

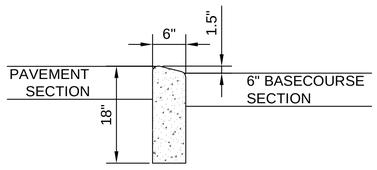


6" STAND-UP CURB

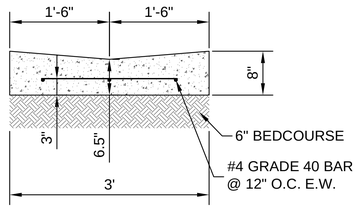


NOTES:
1. POUR FILLETS MONOLITHICALLY
2. PROVIDE A REINFORCING CONTINUATION BETWEEN FILLETS AND VALLEY GUTTERS WITH A 30" REBAR LAP BETWEEN FILLETS AND VALLEY GUTTERS BEING CAST WITHIN 30 CALENDAR DAYS.

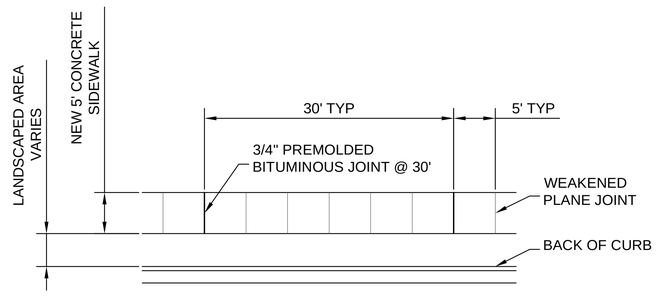
FILLET CURB RETURN



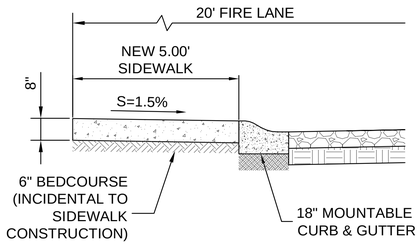
HEADER CURB



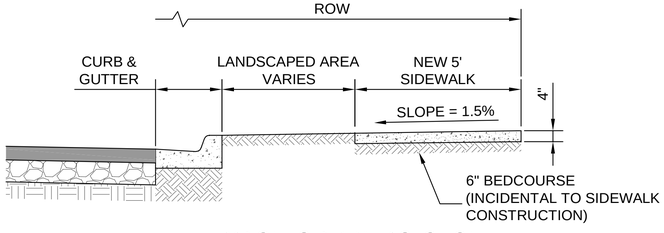
3' VALLEY GUTTER



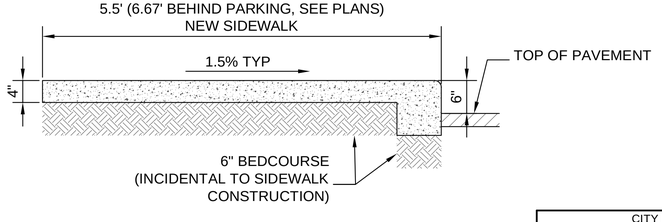
TYPICAL SIDEWALK PLAN



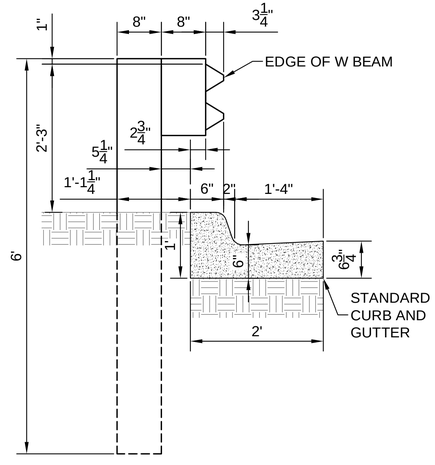
TYPICAL THICKENED SIDEWALK SECTION



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
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		

CITY USE ONLY

CASE # _____

Santa Fe Engineering Consultants, LLC
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(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

TYPICAL DETAILS

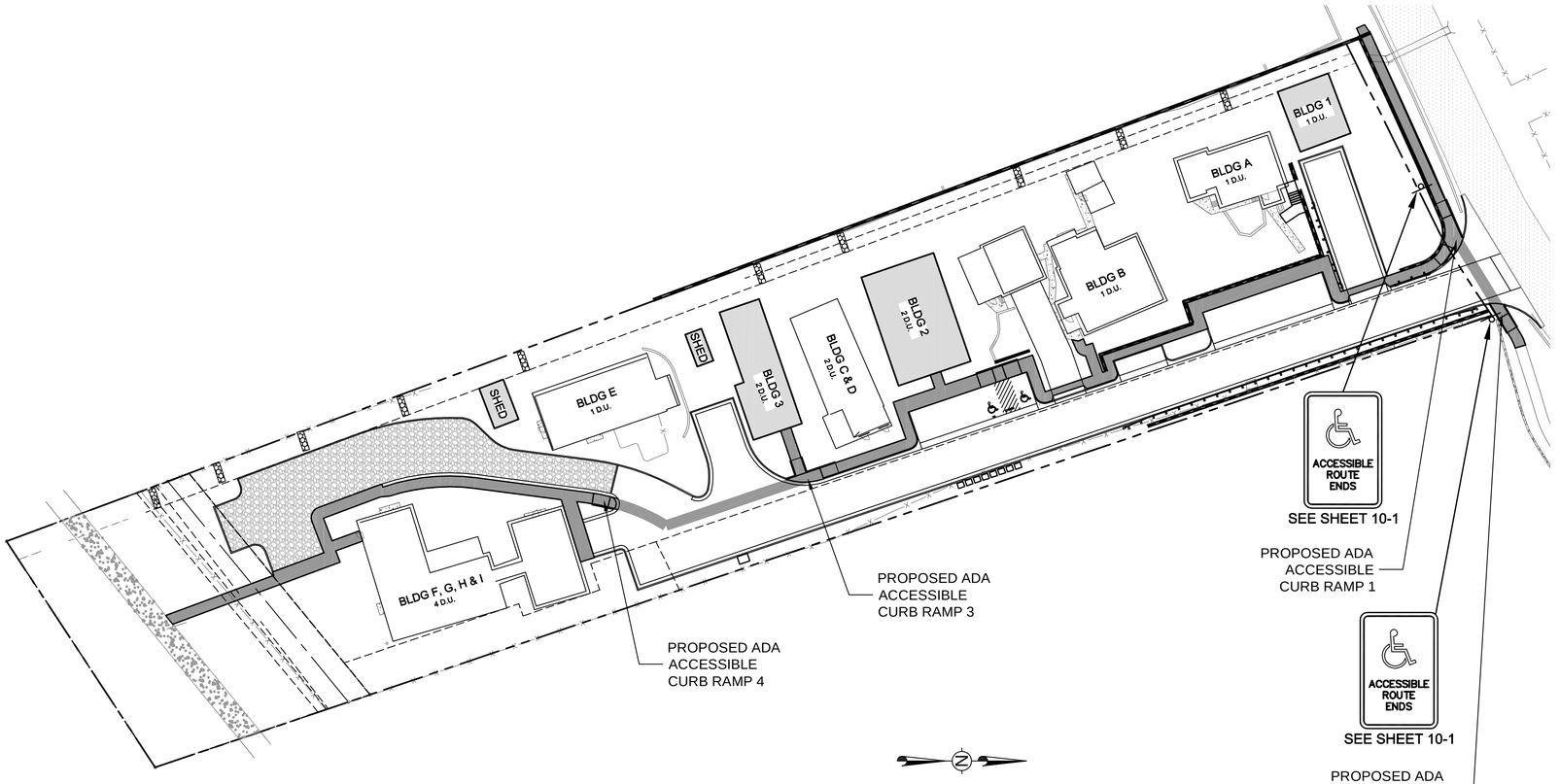
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-5

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.

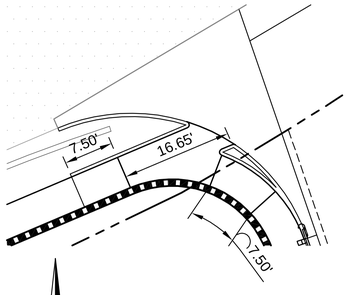
LEGEND

ADA ACCESSIBLE ROUTE

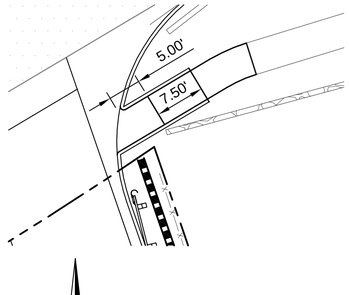


ADA ACCESS PLAN
SCALE: 1" = 30'

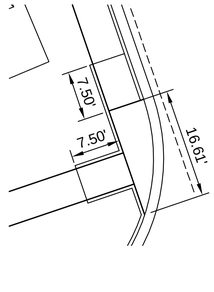
0 15 30 60
SCALE: 1" = 30'



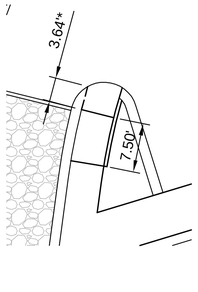
CURB RAMP 1
SCALE: 1" = 10'



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

REVISIONS

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
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

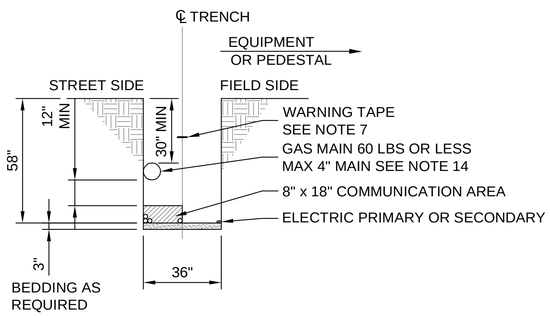
1. Prior to the Wastewater Management Division approval of the plan set, a letter will be required from the project engineer indicating they are providing the inspection and record drawing services for the project.
2. The Contractor must obtain all sewer hookup permits from the City's Building Permits 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

REVISIONS

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REZONING AND DEVELOPMENT PLAN
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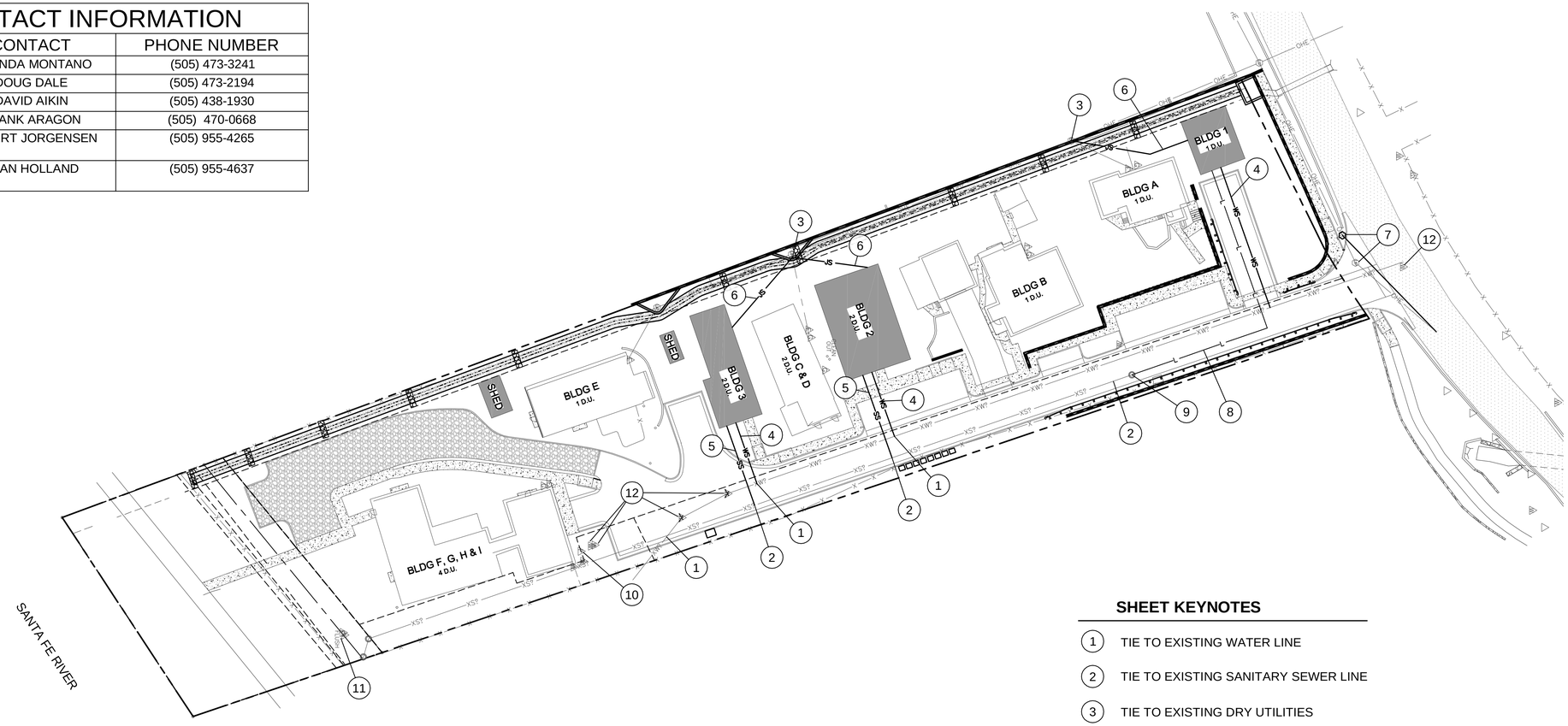
LOS CANALES
SANTA FE, NEW MEXICO

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 # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
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STREETS DIV.		
TRAFFIC DIV.		
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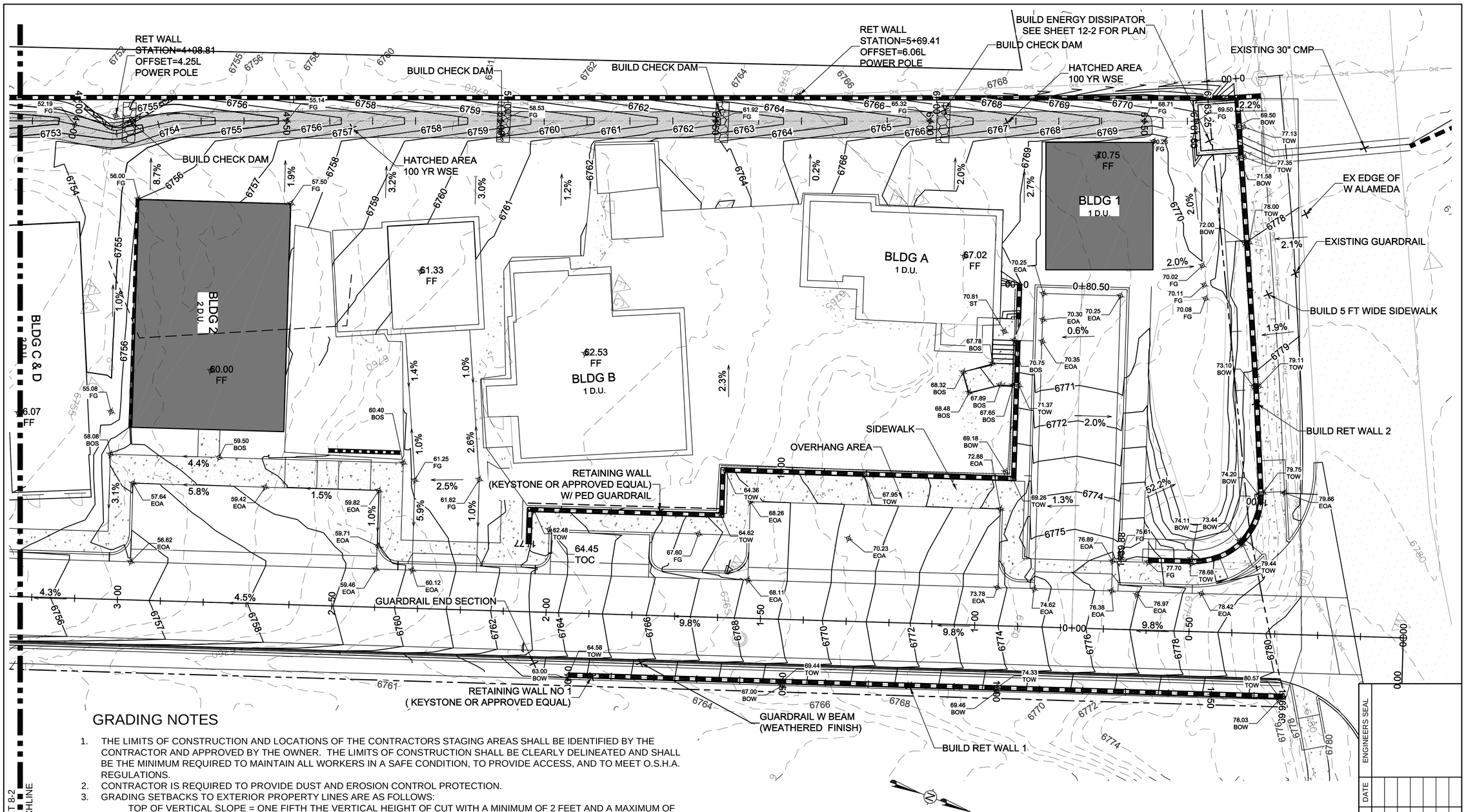
SANTA FE, NEW MEXICO

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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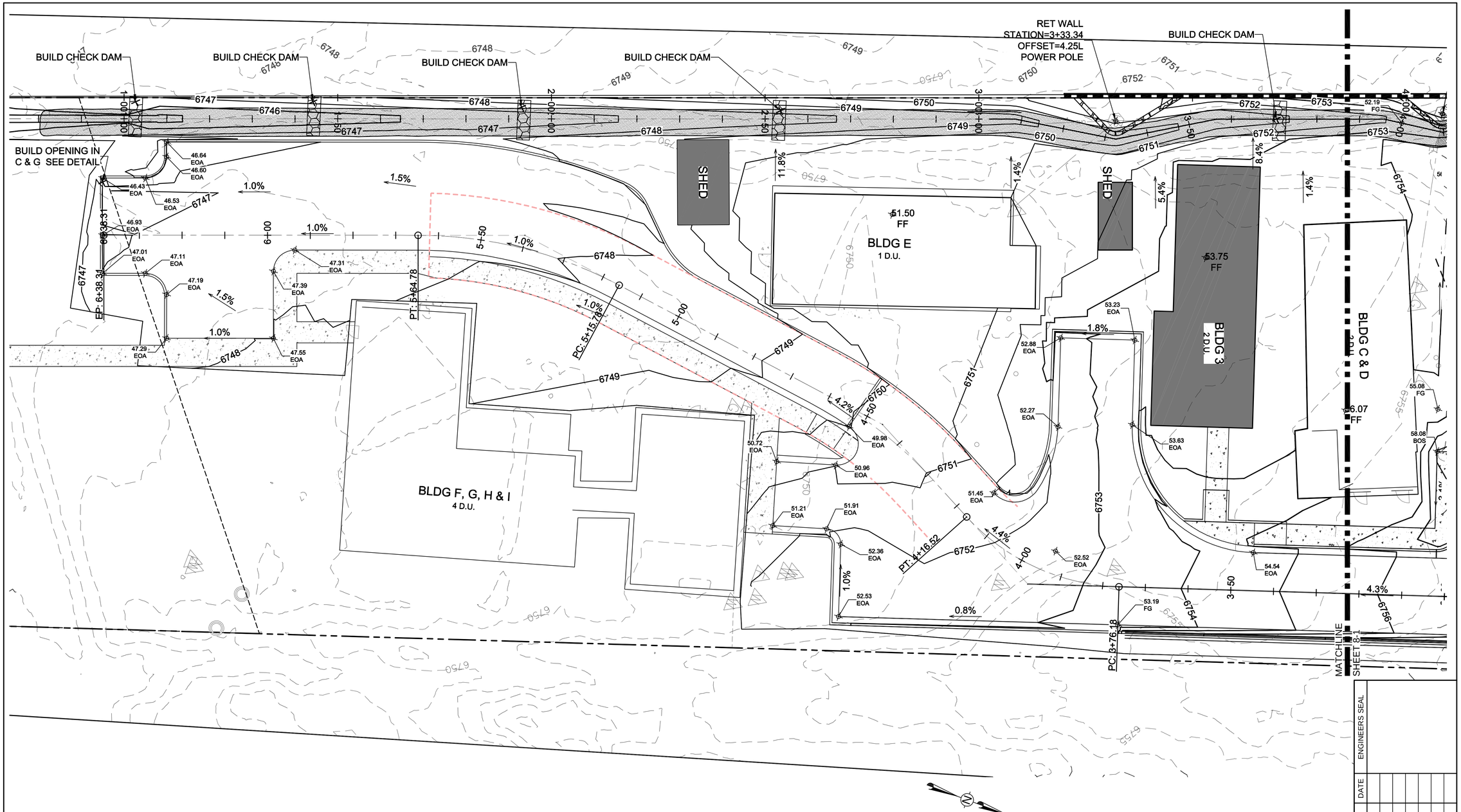
SANTA FE, NEW MEXICO

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 # _____

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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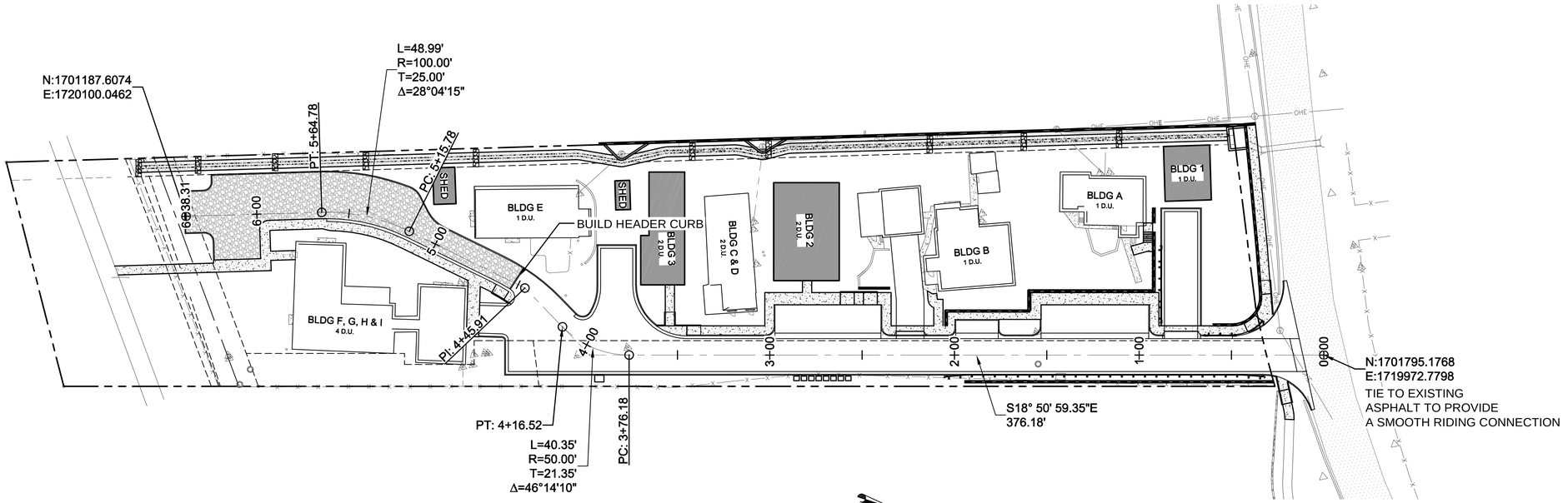
REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	8-2

ENGINEER'S SEAL
DATE
REVISIONS

EXHIBIT B

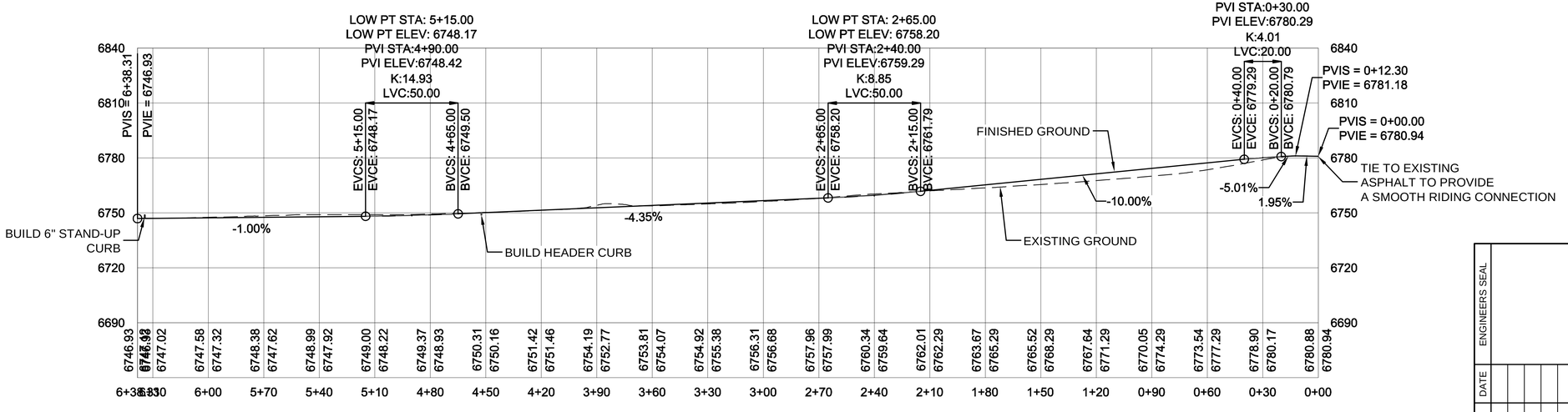


DRIVEWAY - PLAN VIEW

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		

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REZONING AND DEVELOPMENT PLAN
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LOS CANALES
SANTA FE, NEW MEXICO

DRIVEWAY PLAN AND PROFILE

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	9-1

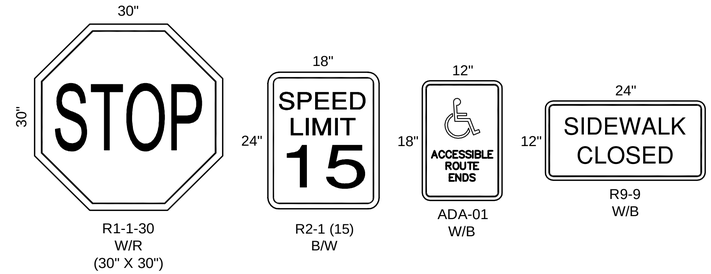
CITY OF SANTA FE SIGNING AND STRIPING NOTES:

SIGN AND POST REQUIREMENTS

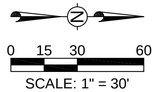
1. ALL ALUMINUM PANEL SIGNING AND STEEL POSTS SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT); *CURRENT* EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (SSHBC).
2. ALL SIGNING SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - *CURRENT* 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.

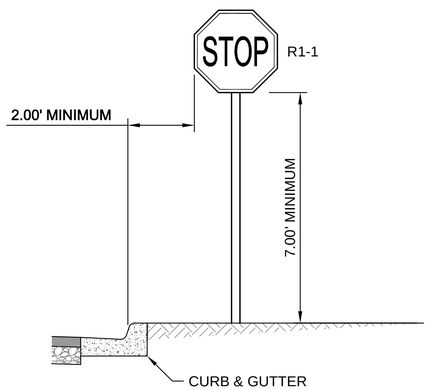


PROPOSED SIGN FACE DETAILS



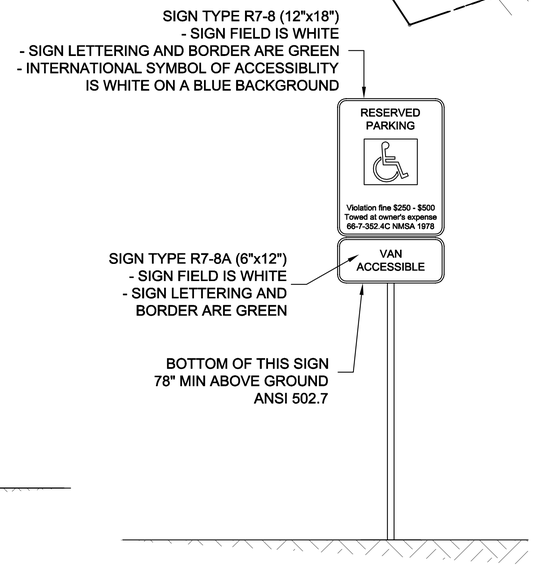
SIGNING AND STRIPING PLAN

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		
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REZONING AND DEVELOPMENT PLAN
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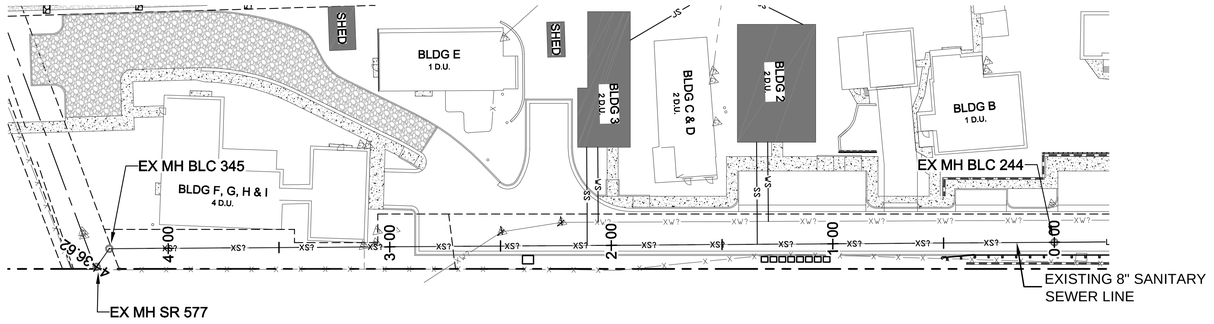
LOS CANALES
SANTA FE, NEW MEXICO

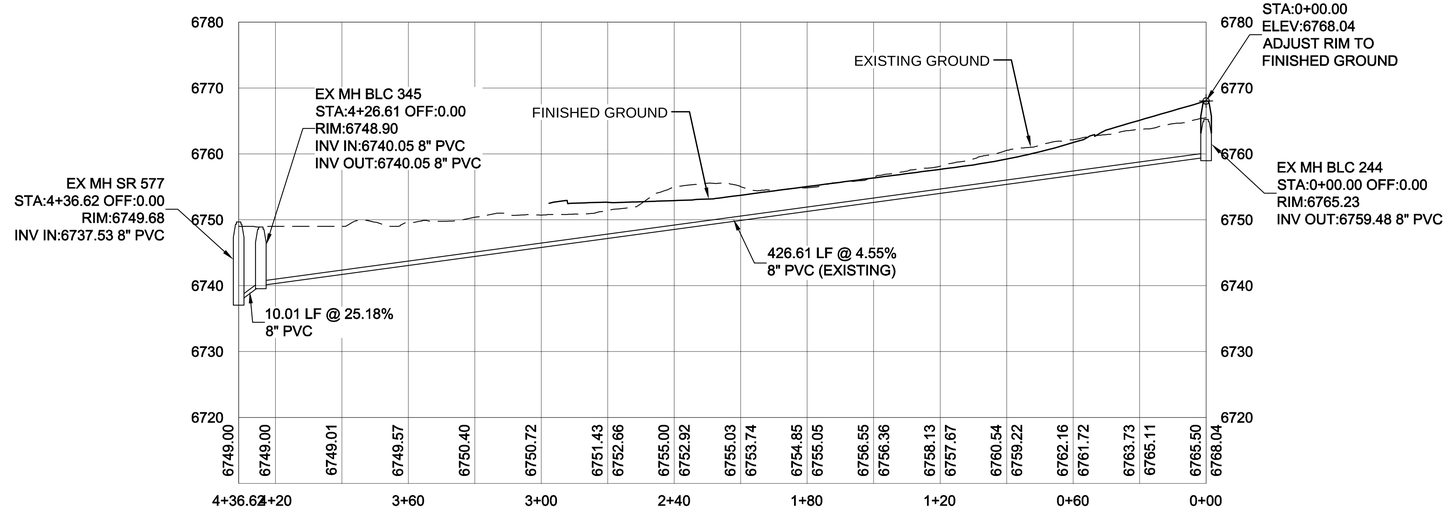
SIGNING AND STRIPING PLAN

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

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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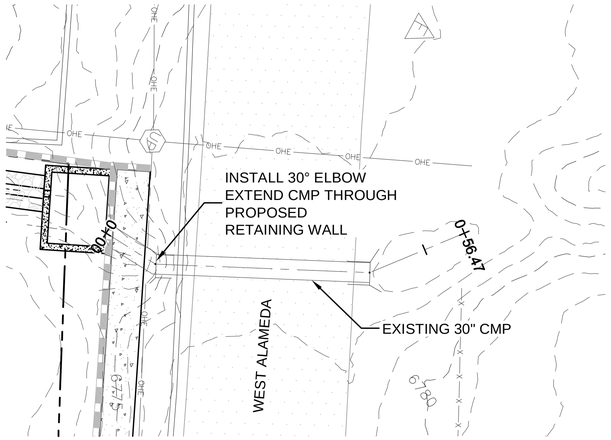
SANTA FE, NEW MEXICO

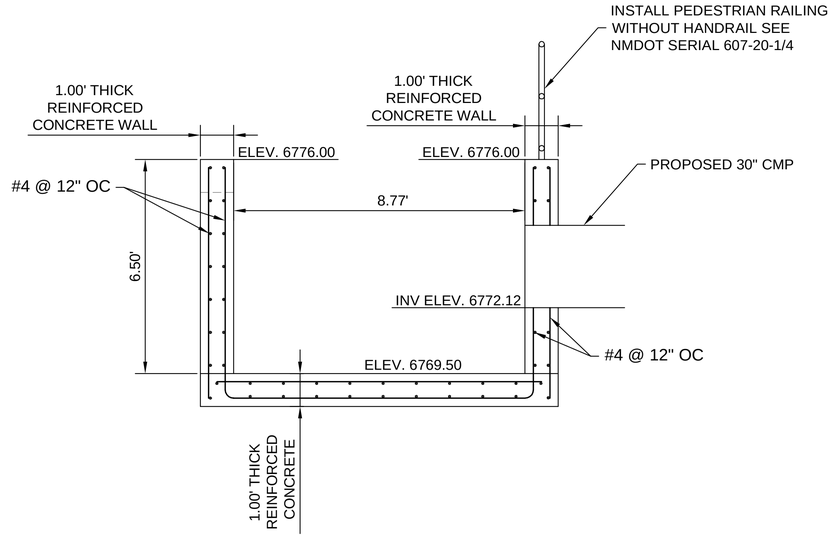
SANITARY SEWER PLAN AND PROFILE

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	11-1



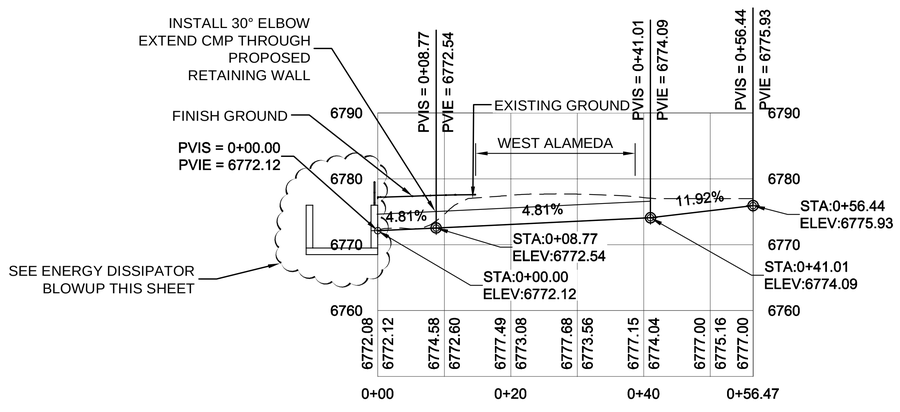
EXISTING 30" CMP - PLAN VIEW

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		
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FIRE		
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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

STRUCTURE SECTIONS

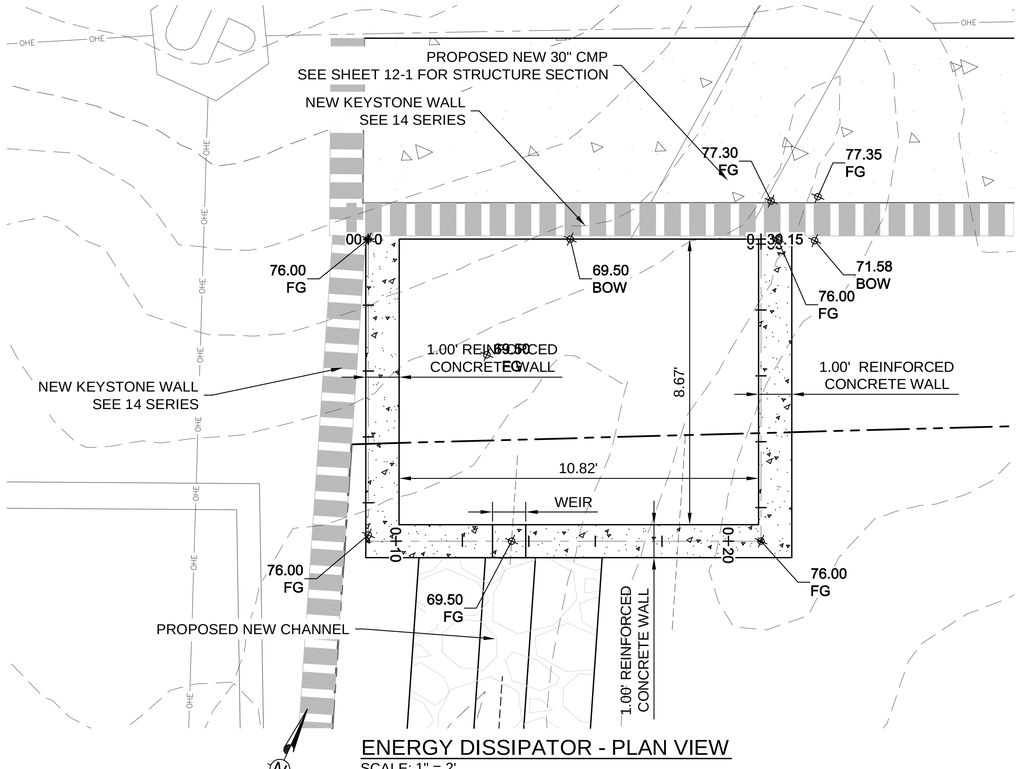
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	12-1

ENGINEER'S SEAL

DATE

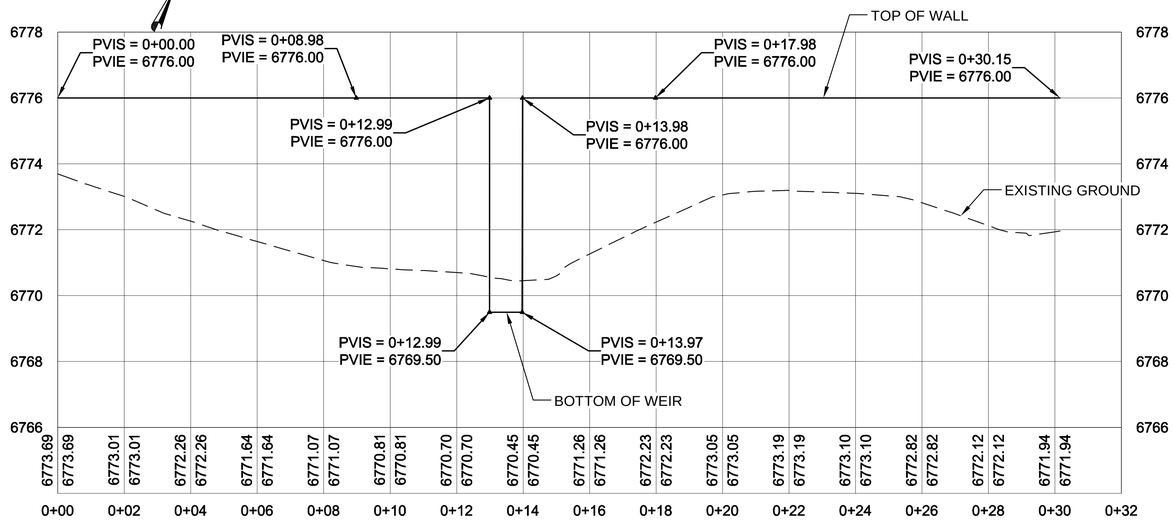
REVISIONS

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		
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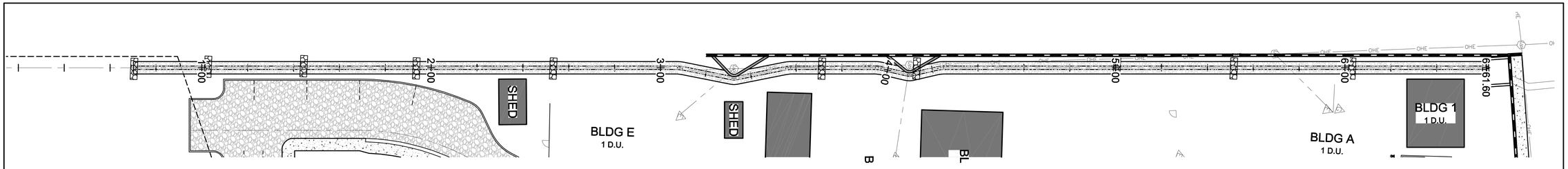
REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

ENERGY DISSIPATOR PLAN AND PROFILE

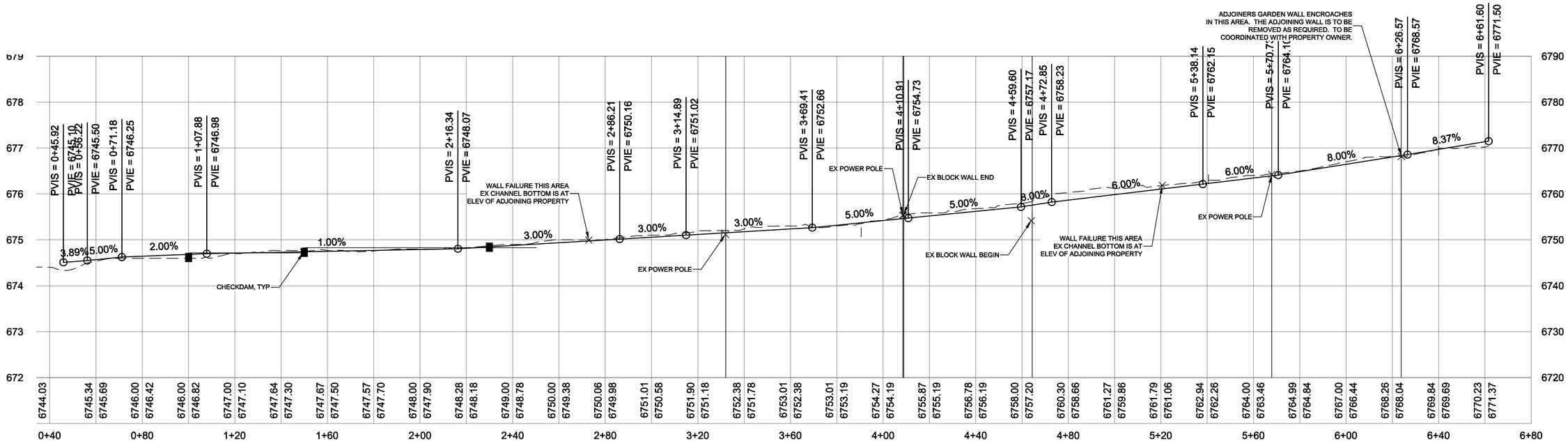
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 2'	12-2

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		
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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

CHANNEL PLAN AND PROFILE

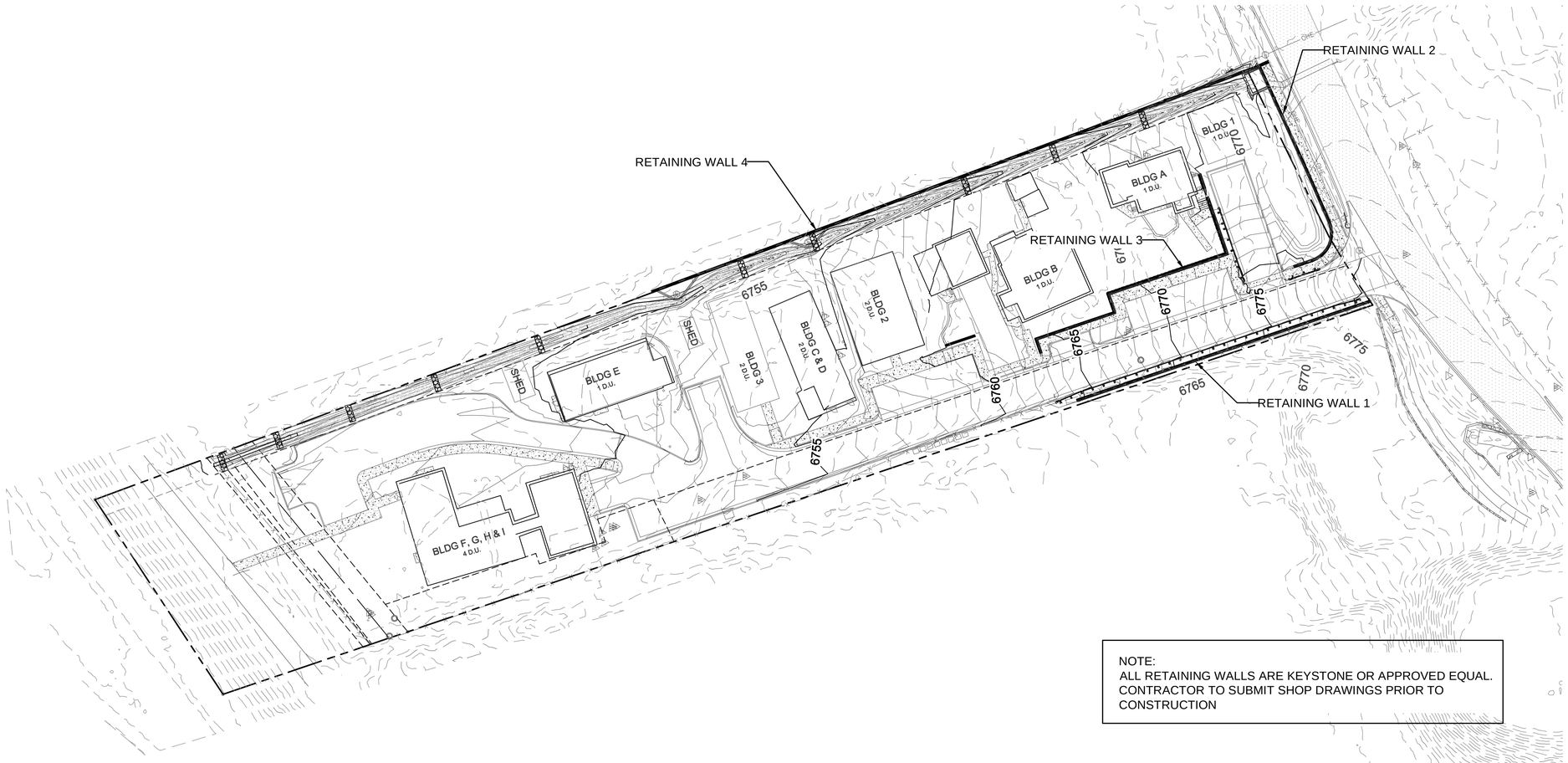
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 20'	13-1

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	
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REZONING AND DEVELOPMENT PLAN
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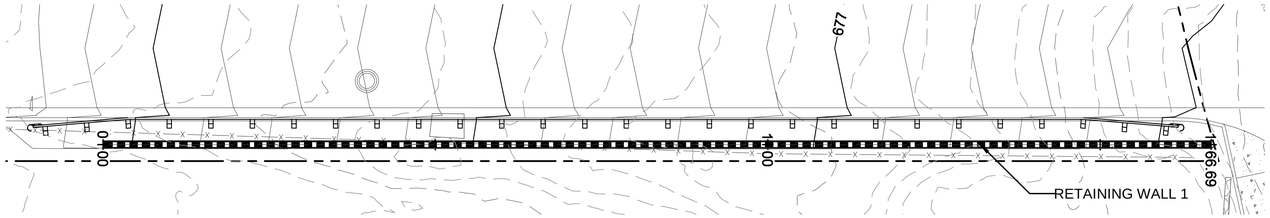
LOS CANALES
SANTA FE, NEW MEXICO

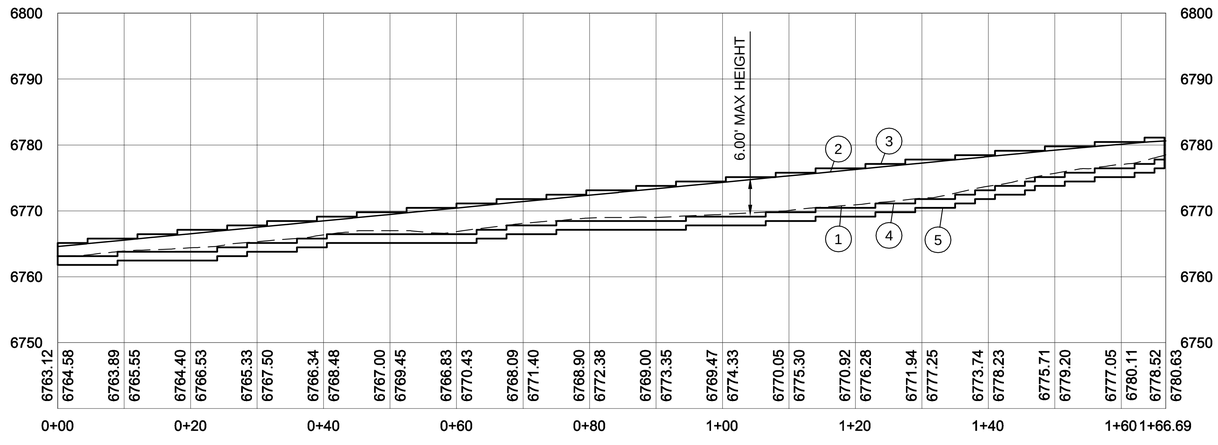
RETAINING WALL LOCATION PLAN

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
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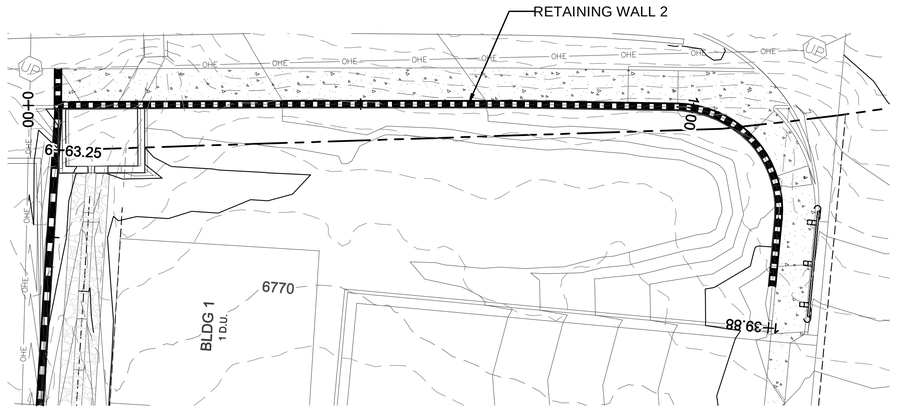
SANTA FE, NEW MEXICO

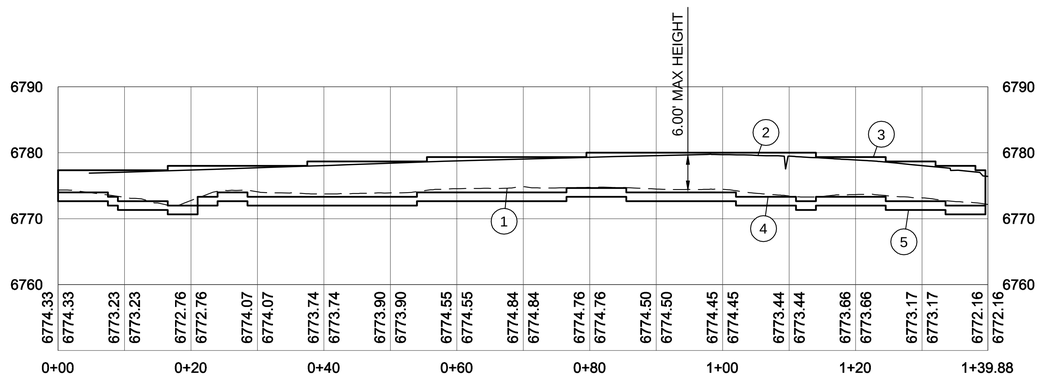
RETAINING WALL PLAN AND PROFILES

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		

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REZONING AND DEVELOPMENT PLAN
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RETAINING WALL PLAN AND PROFILES

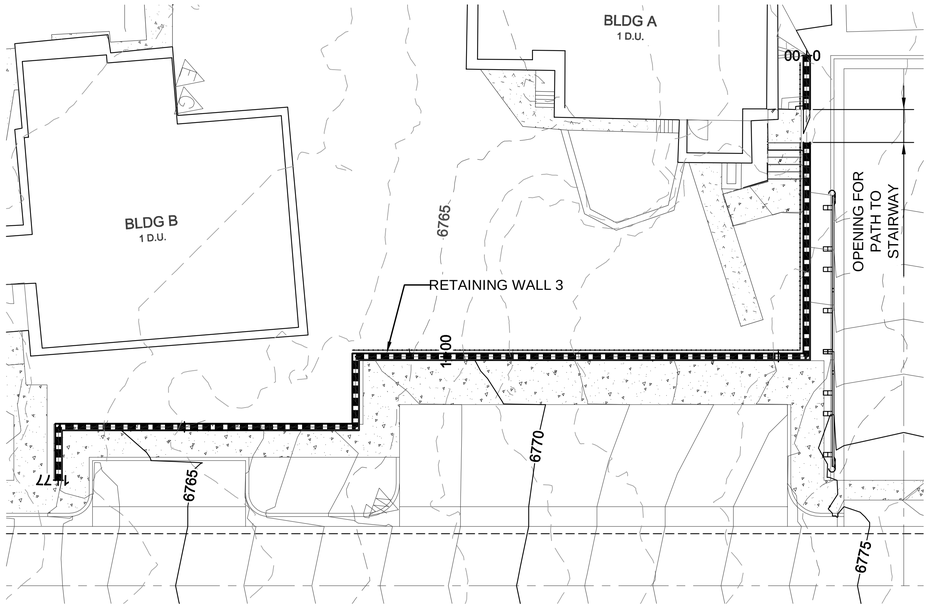
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-3

ENGINEER'S SEAL

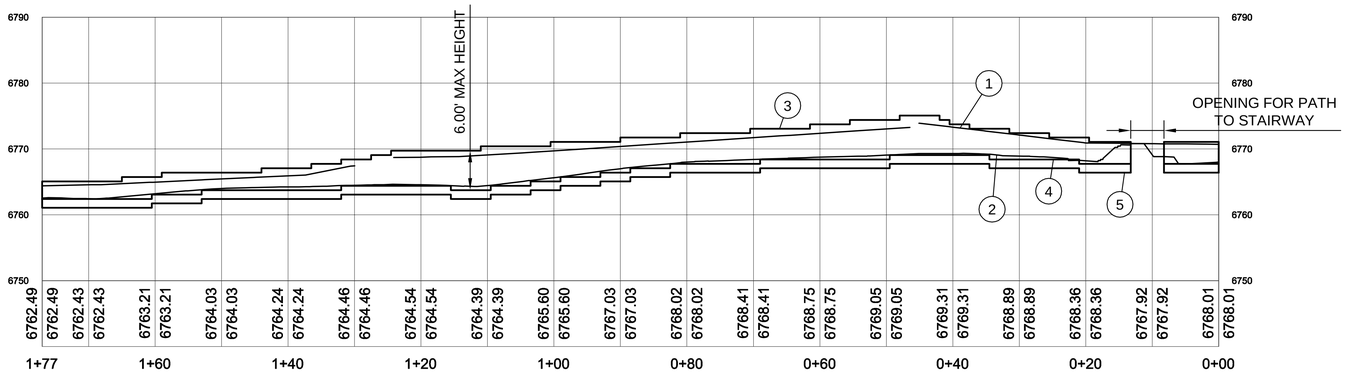
DATE

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.		
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FIRE		
LANDSCAPE		
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(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

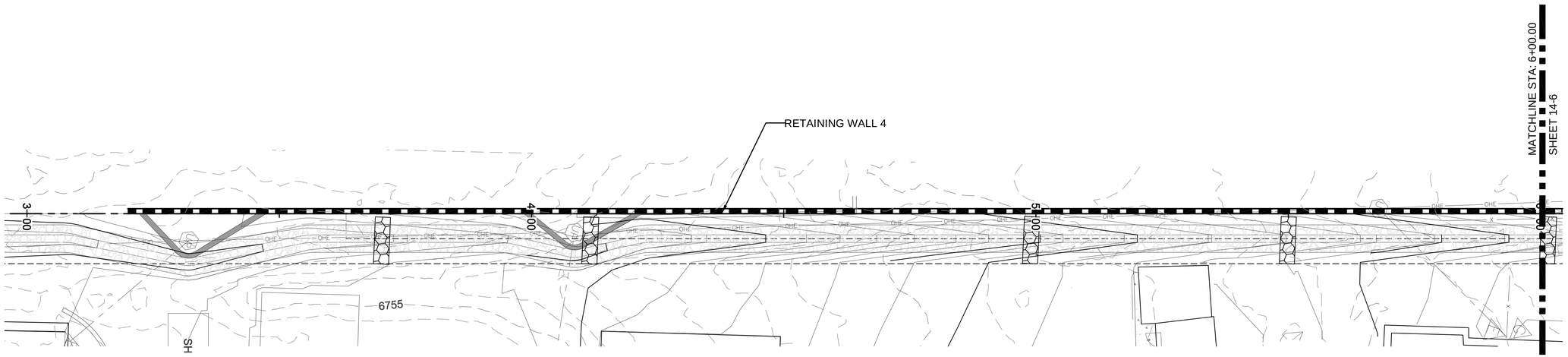
REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-4

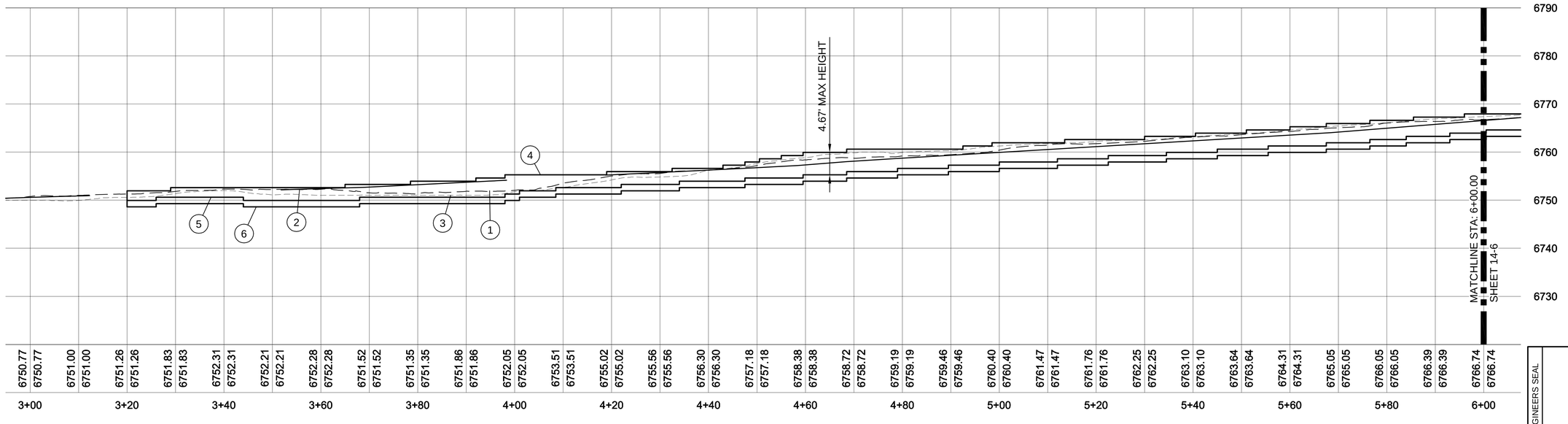
ENGINEER'S SEAL
DATE
REVISIONS

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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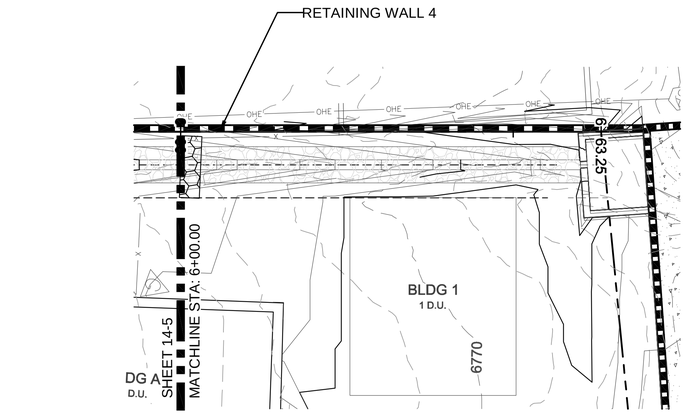
LOS CANALES
SANTA FE, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

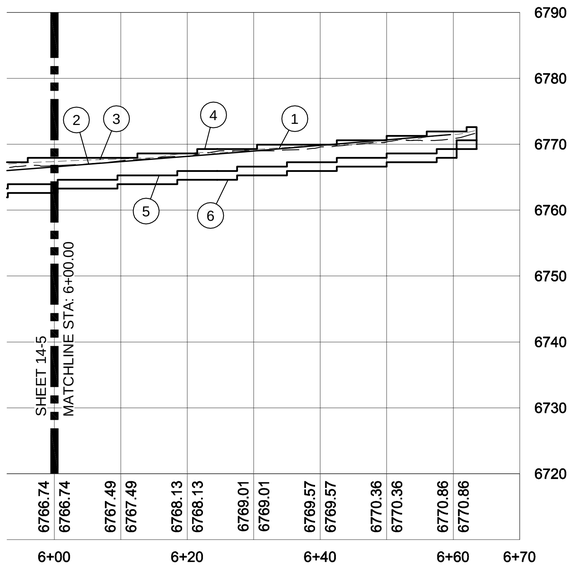
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-5

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

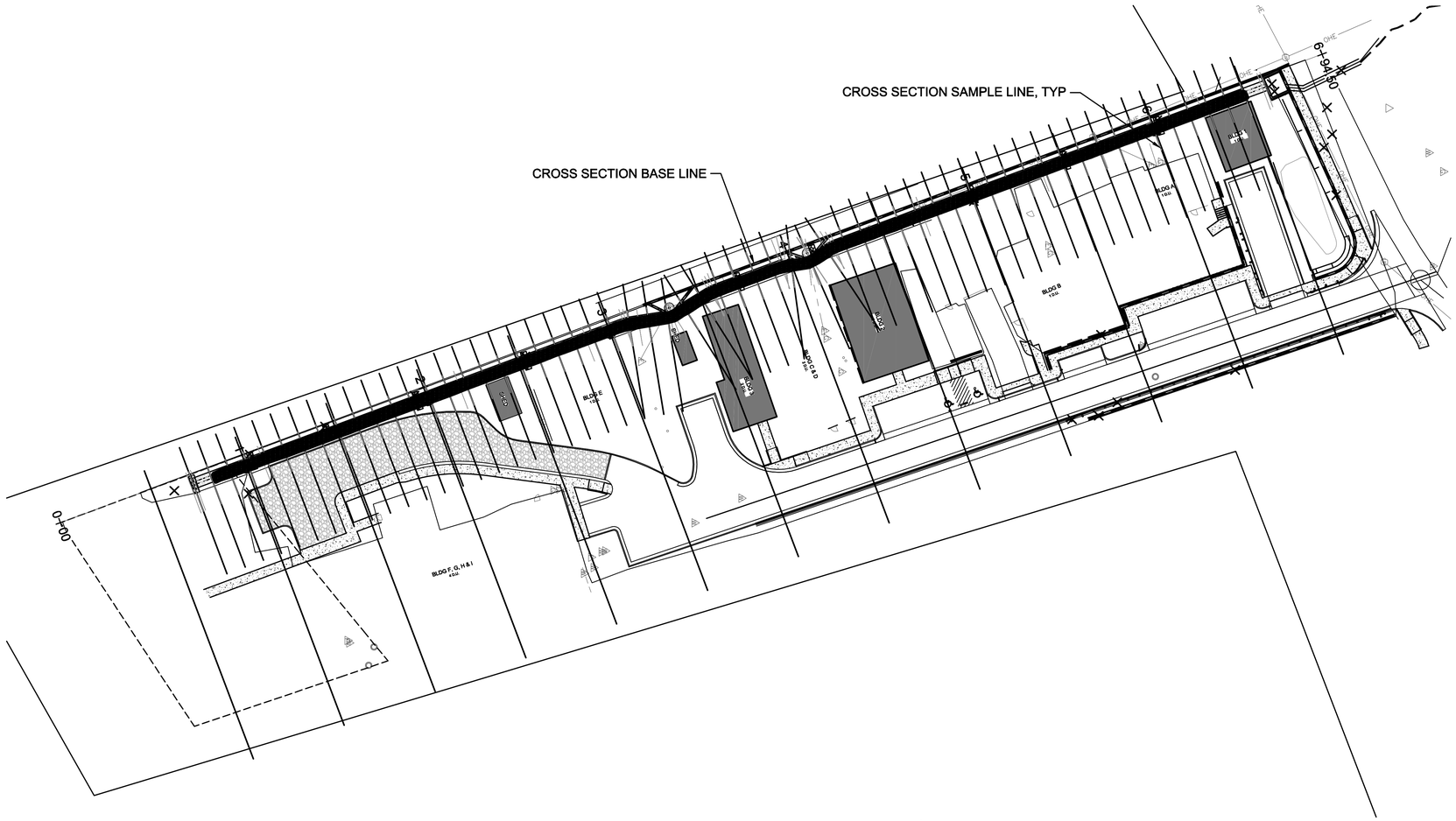
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-6

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

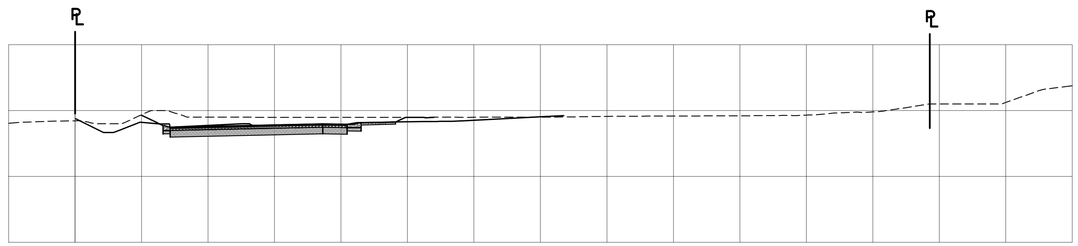
ENGINEERS SEAL

DATE

REVISIONS

WEST

EAST



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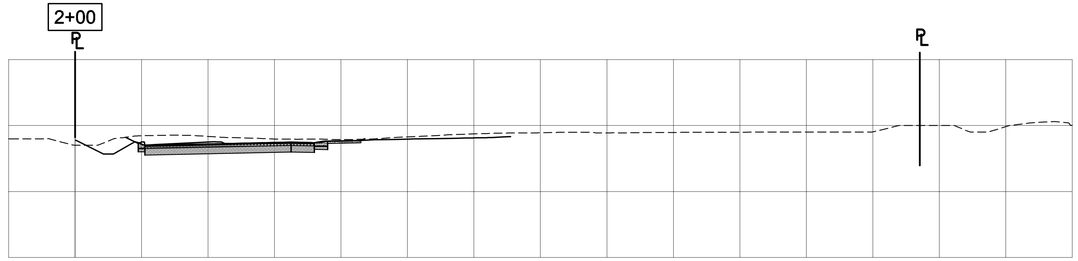

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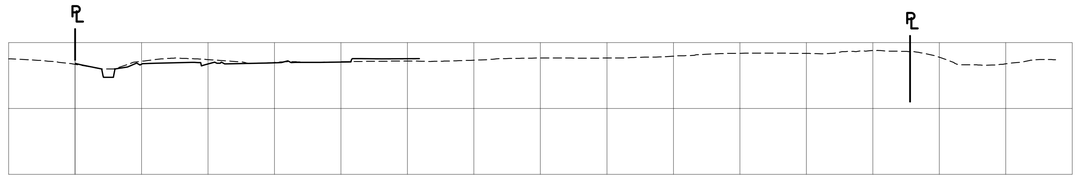

1+00

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
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-2

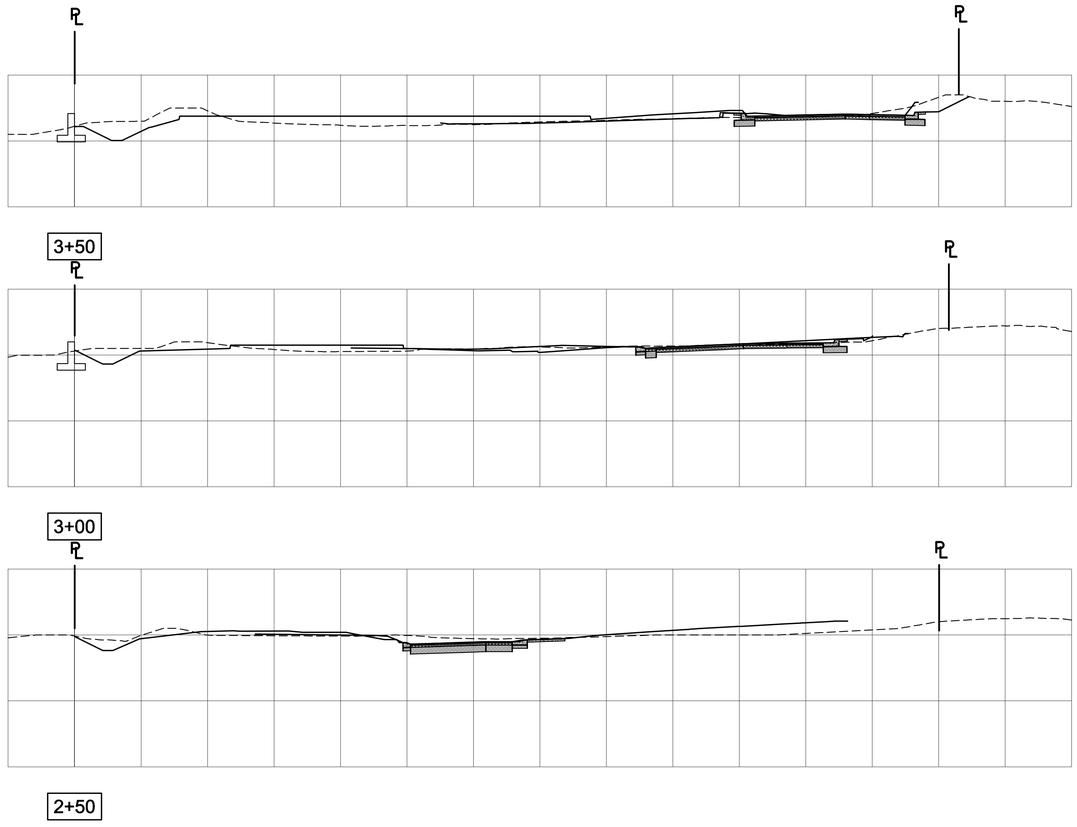
ENGINEER'S SEAL

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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REZONING AND DEVELOPMENT PLAN
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LOS CANALES
SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-3

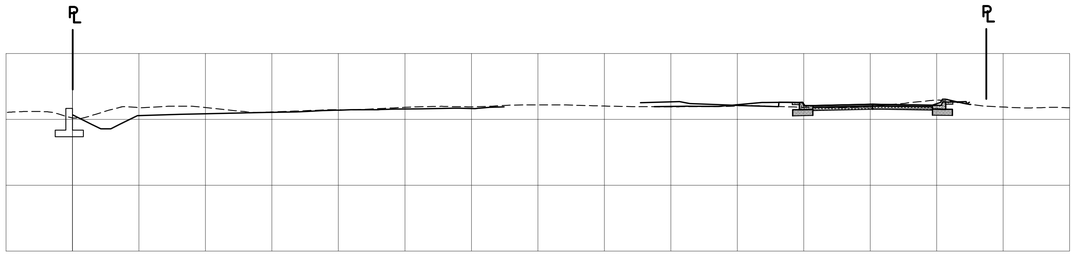
ENGINEERS SEAL

DATE

REVISIONS

WEST

EAST



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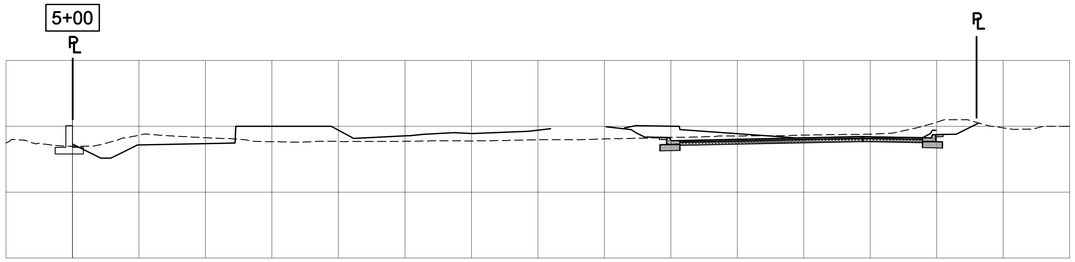

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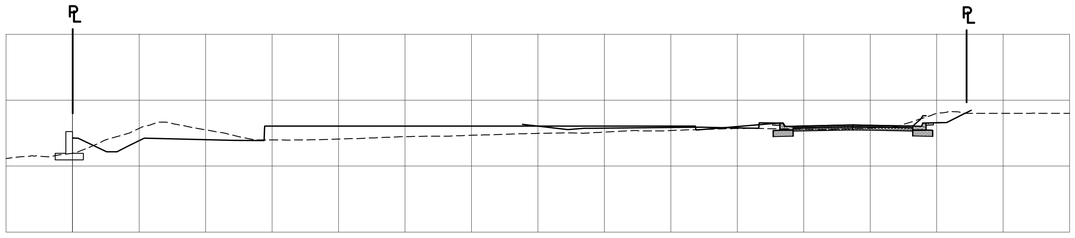

4+00

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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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-4

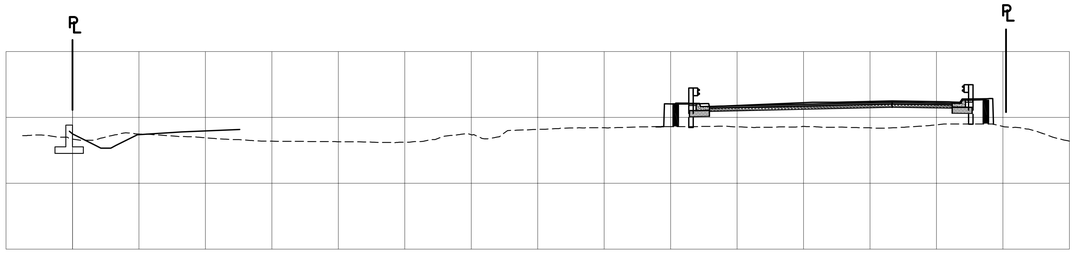
ENGINEER'S SEAL

DATE

REVISIONS

WEST

EAST



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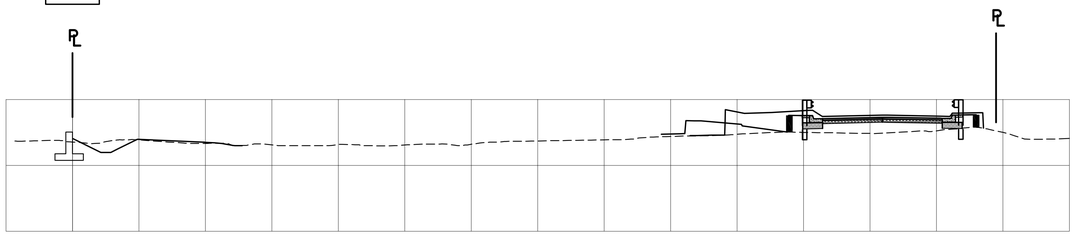

5+50

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

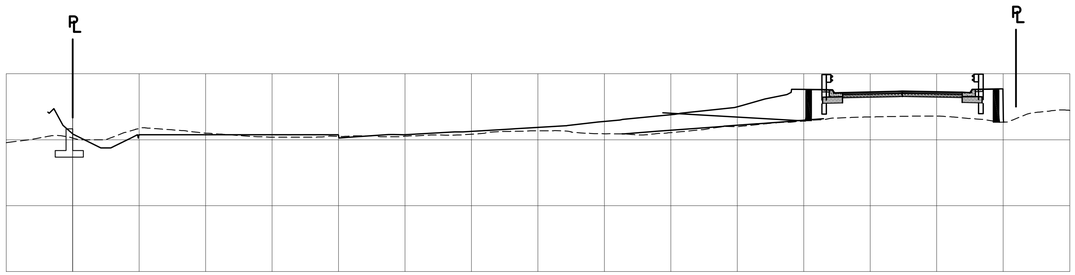
ENGINEER'S SEAL

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

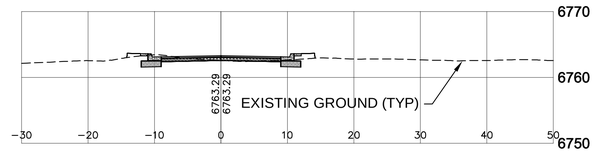
SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-6

ENGINEER'S SEAL

DATE

REVISIONS



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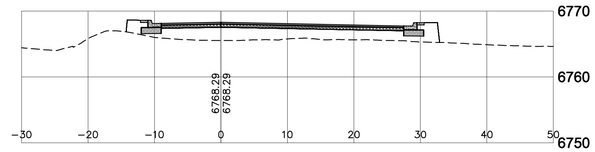

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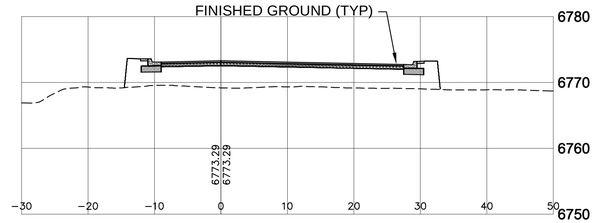

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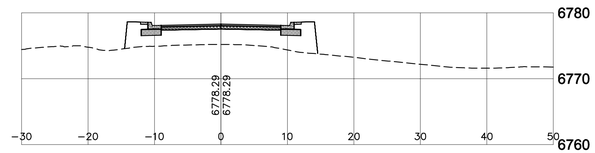

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0 5 10 20
SCALE: 1" = 10'

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

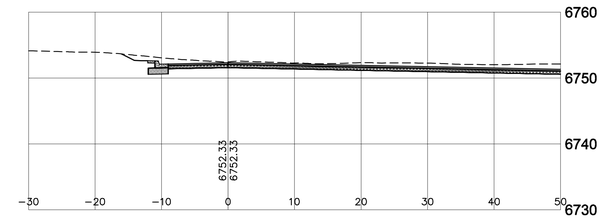
ROADWAY CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-7

ENGINEER'S SEAL

DATE

REVISIONS



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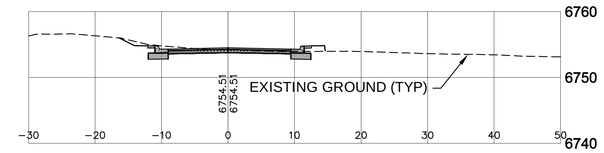

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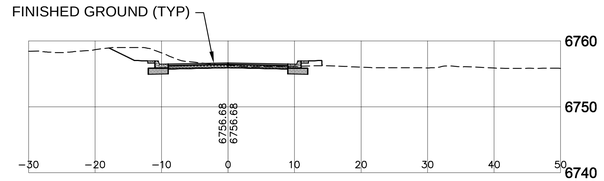

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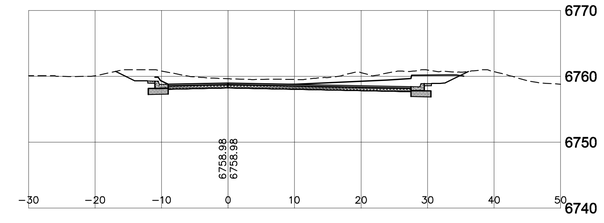

2+50

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		

CITY USE ONLY

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REZONING AND DEVELOPMENT PLAN
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LOS CANALES
SANTA FE, NEW MEXICO

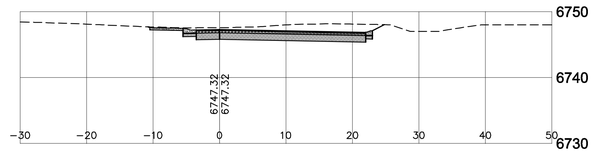
ROADWAY CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-8

ENGINEER'S SEAL

DATE

REVISIONS



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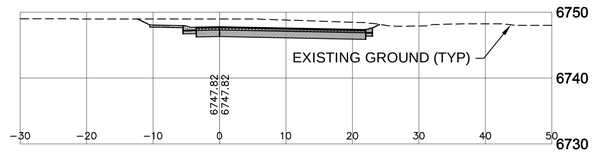

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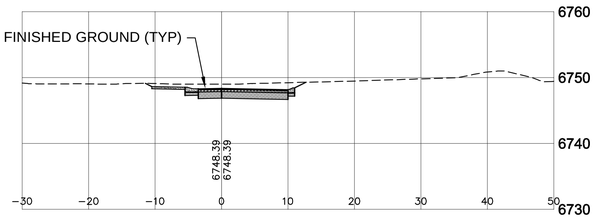

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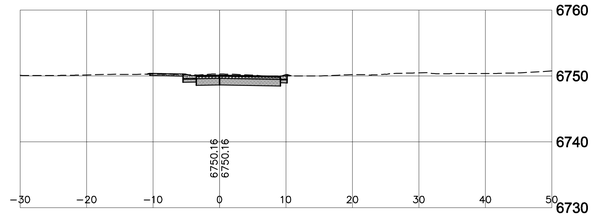

4+50

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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SANTA FE, NEW MEXICO

ROADWAY CROSS SECTIONS

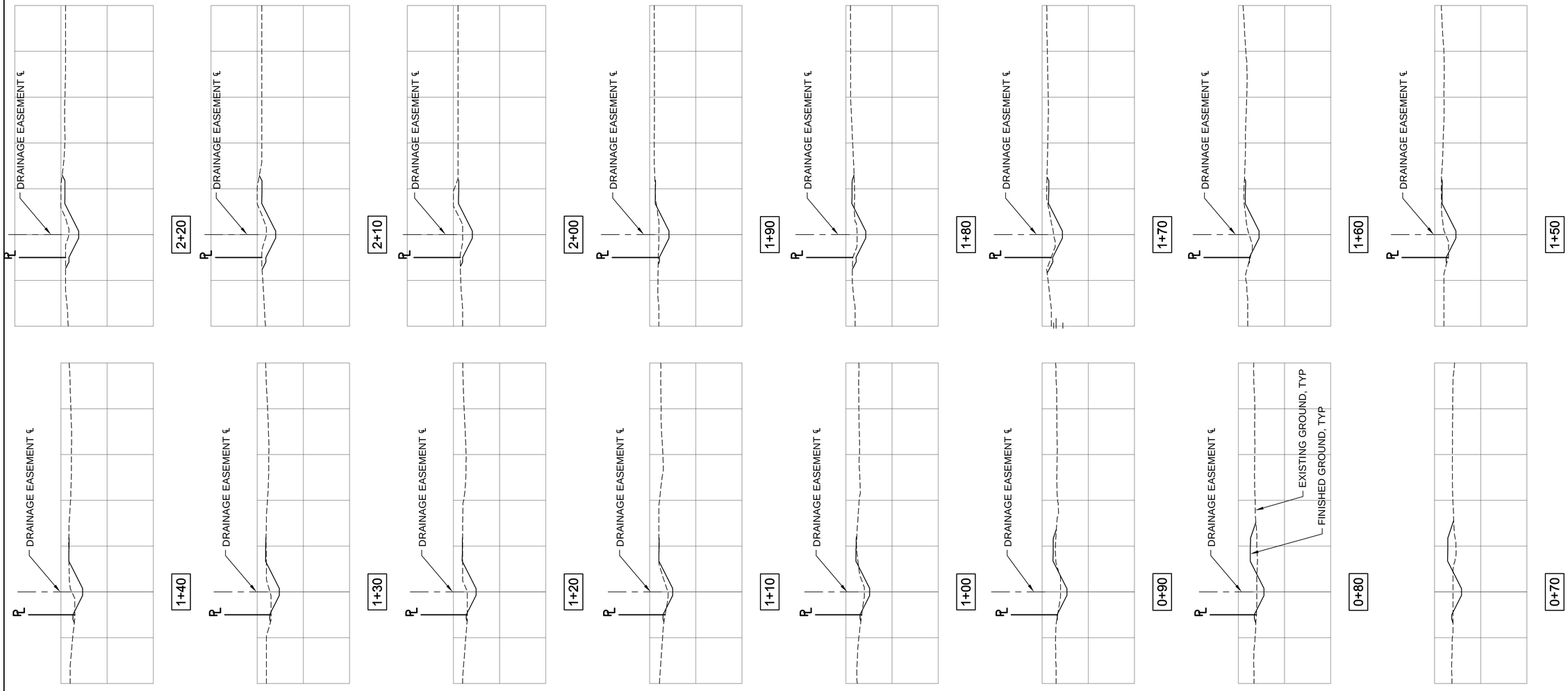
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-9

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

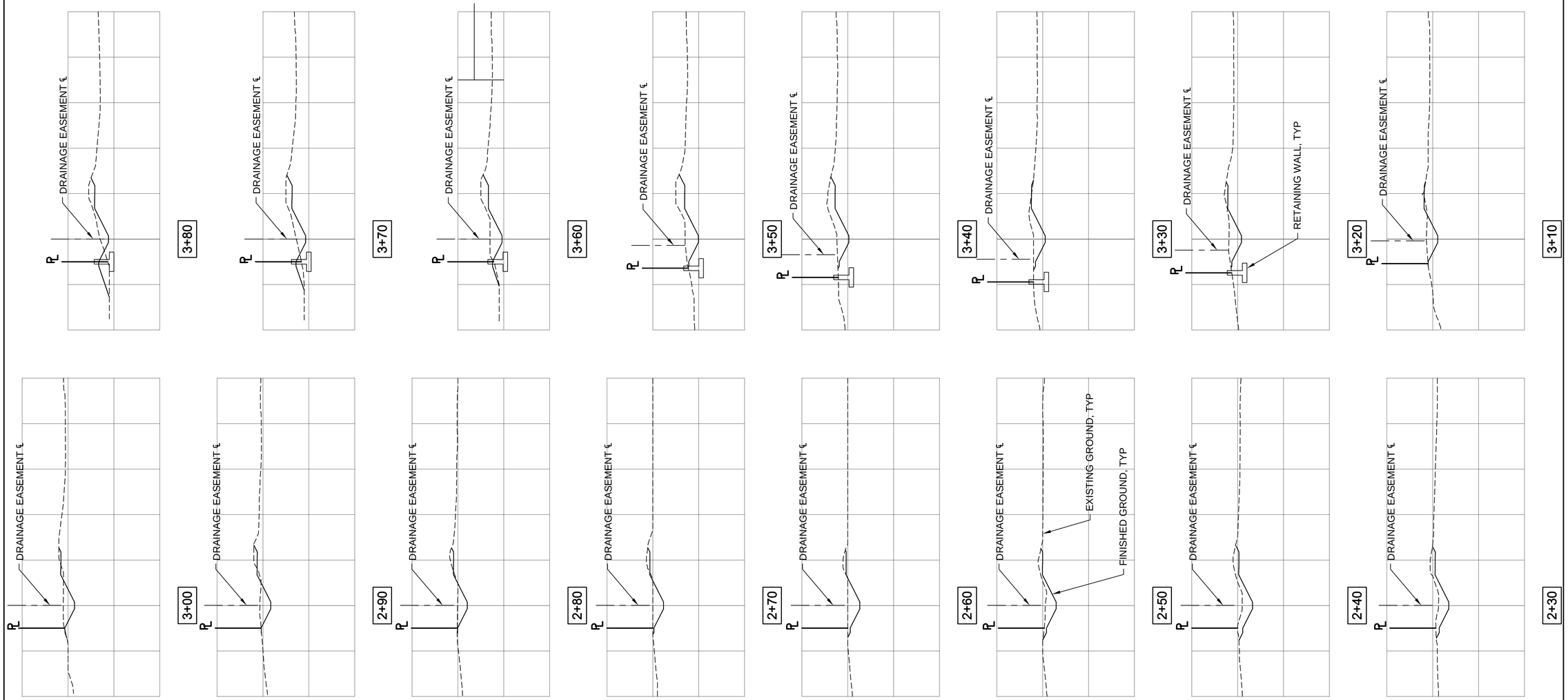
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-10

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
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

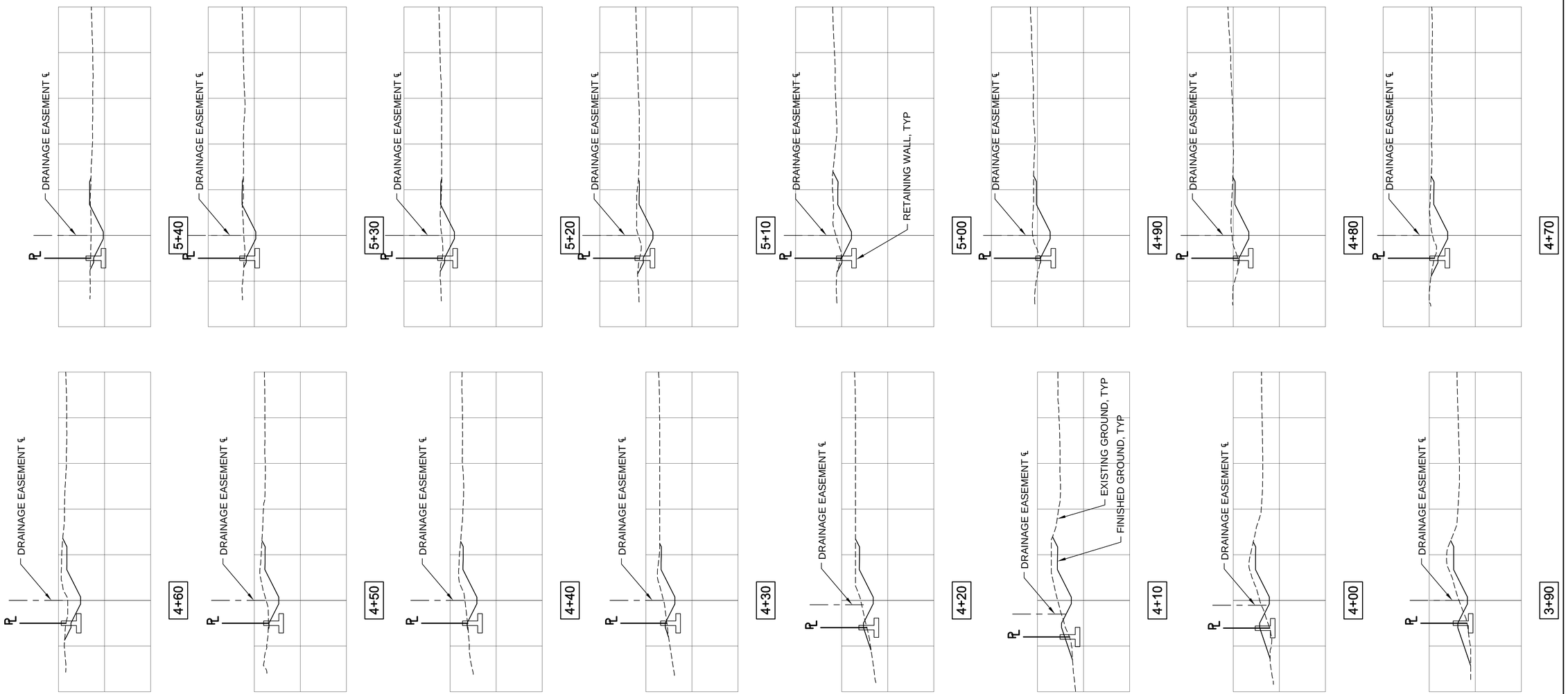
CHANNEL CROSS SECTIONS

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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http://www.SFENGR.com

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

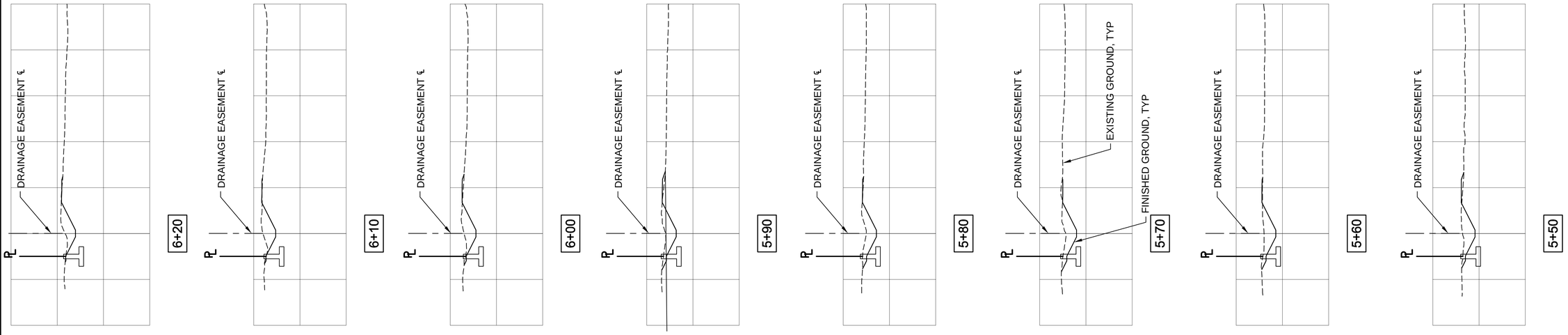
CHANNEL CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-12

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.		
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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'	15-13

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.

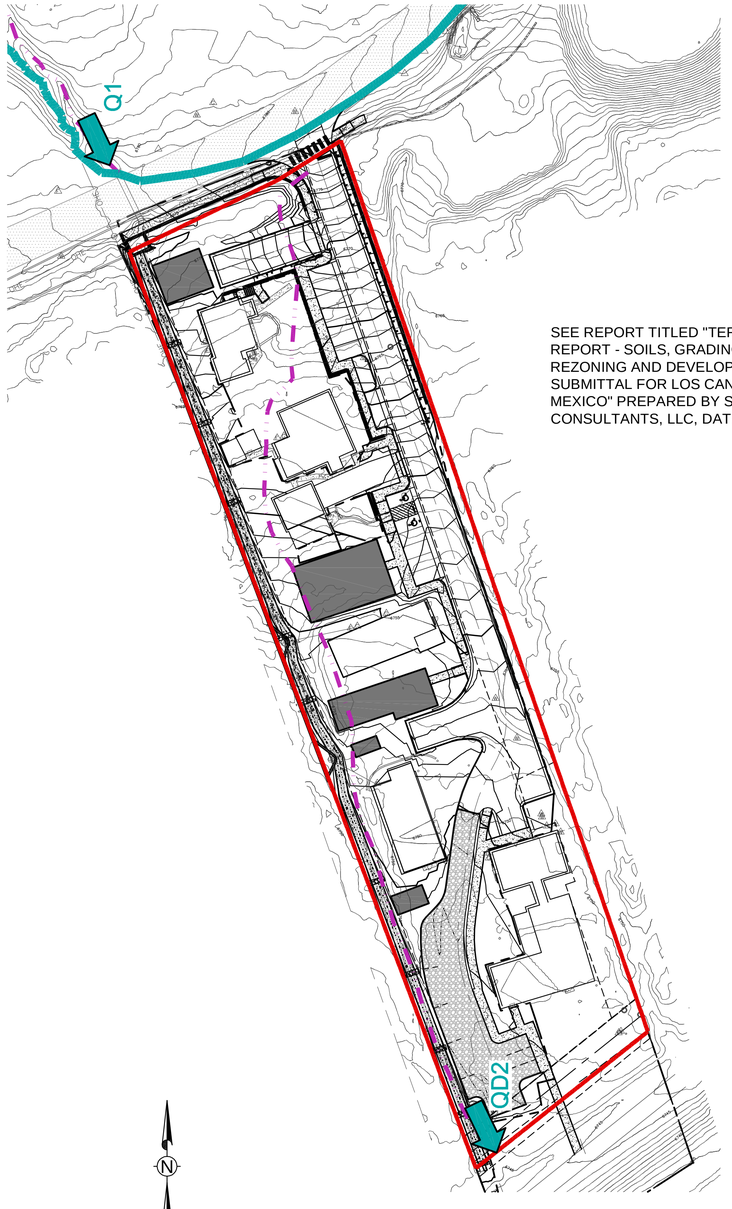
2.7 Plan Amendment:

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

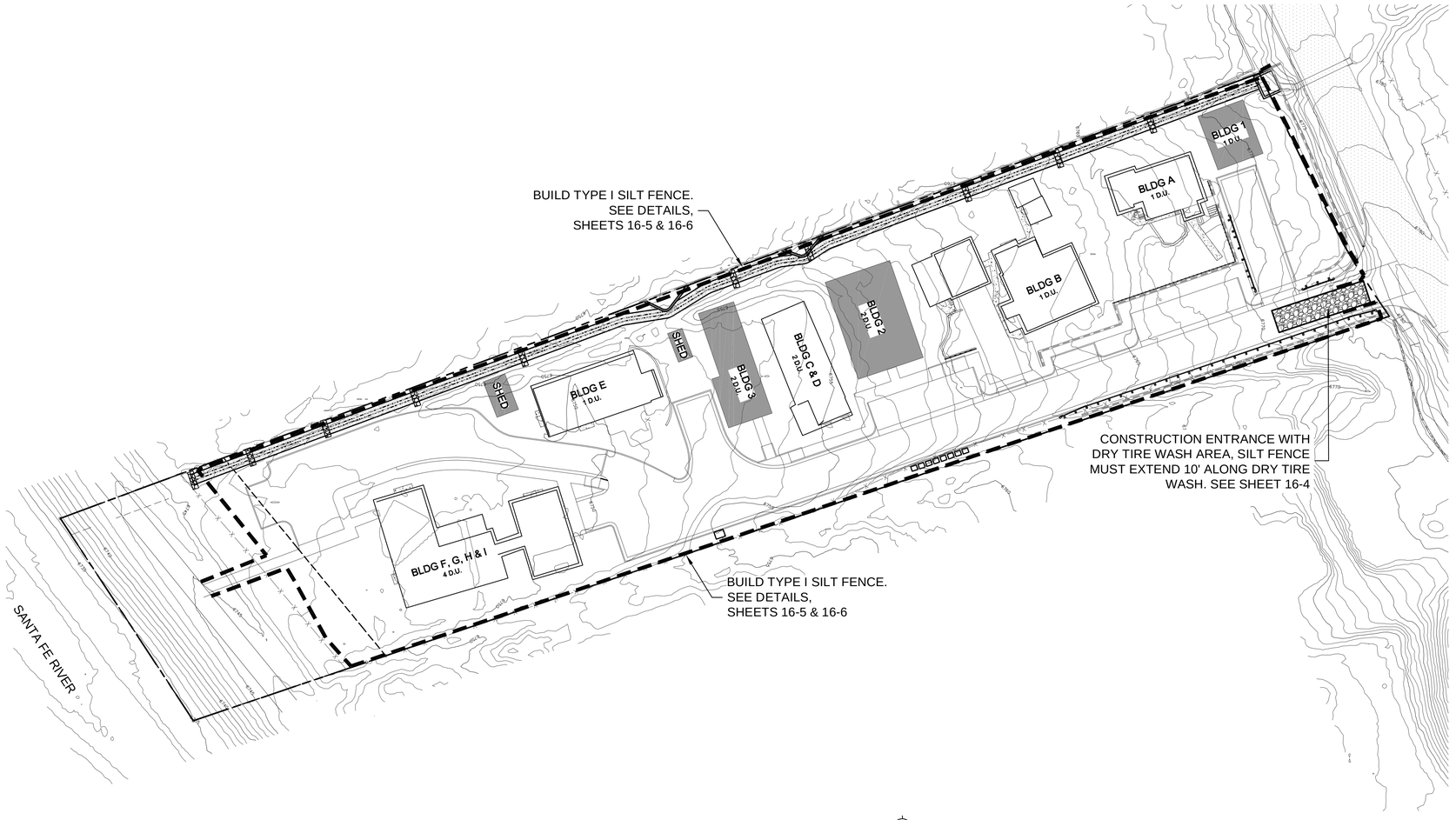
1. DISTURBED AREAS, STABILIZATION AND STRUCTURAL CONTROL MEASURES SHALL BE INSPECTED AS REQUIRED AND AT LEAST ONCE EVERY TWO WEEKS, AND WITHIN 24 HOURS OR THE NEXT WORKING DAY OF THE END OF A STORM EVENT. IF A PORTION OF THE SITE HAS BEEN FINALLY OR TEMPORARILY STABILIZED, AND RUNOFF IS UNLIKELY DUE 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

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CITY REVIEW		
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LANDSCAPE		
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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

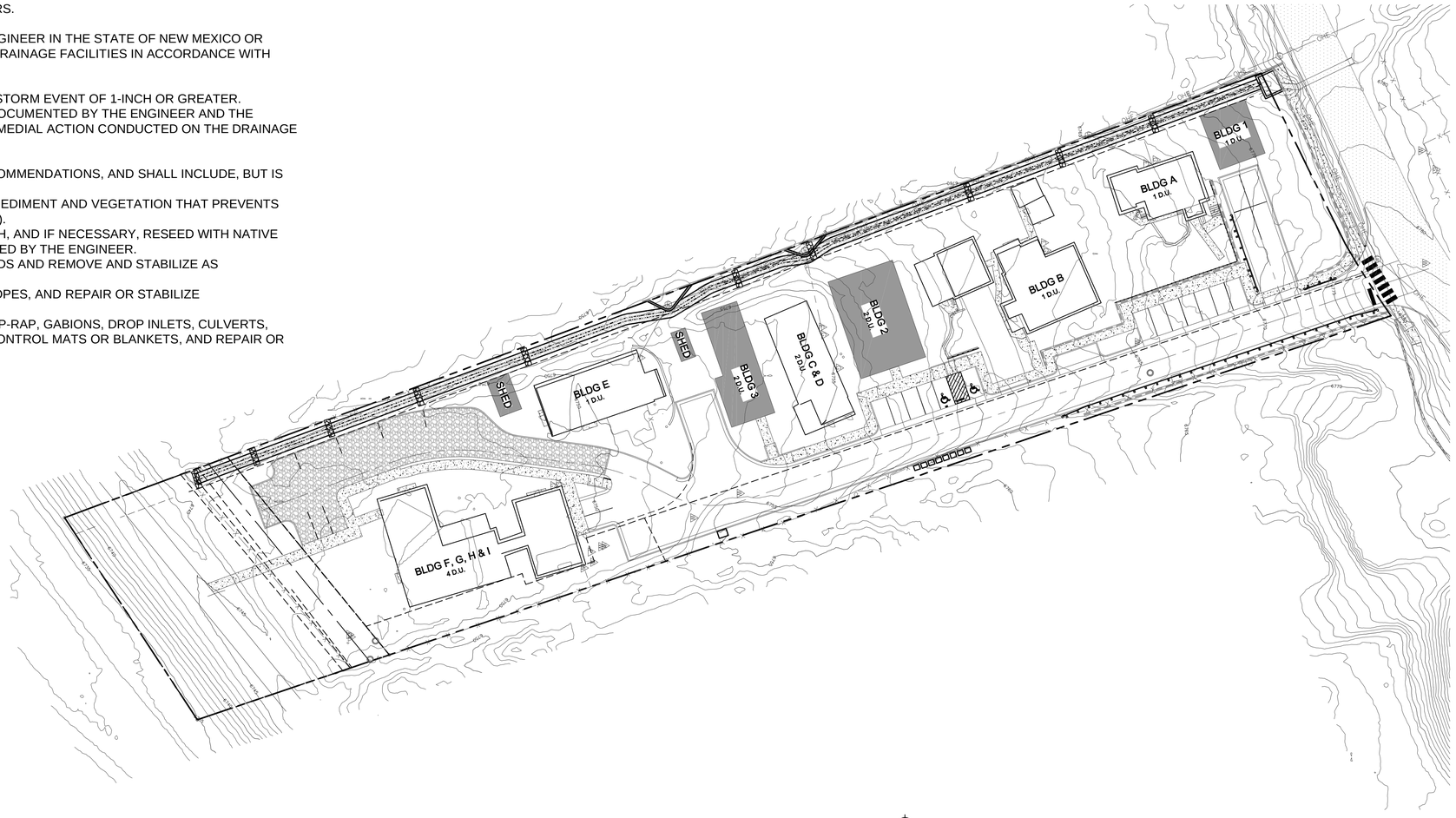
DRAINAGE FACILITIES MAINTENANCE NOTE

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'

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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 # _____

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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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G. New Business		
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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: January 7, 2022

TO: Mayor Alan M. Webber

VIA: Kristine Bustos-Mihelcic, City Clerk
Kyra Ochoa, Community Health and Safety Department Director KO
Julie Sanchez, Youth and Family Services Division Director JJS

FROM: Christa Hernandez, Youth and Family Services Program Manager CH

ITEM AND ISSUE:

Appointment of William Perdue to the Children and Youth Commission.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) oversees the Children, Youth and Families Department (CYFD) Alternatives to Detention grant funding, pursuant to Section 9-2A-14.1 NMSA 1978, at least one appointee must represent each of the following entities: children's court, district attorney's office, public defender's office, public schools, and local law enforcement. Having at least one member from each of these agencies allows eligibility for funds from the state of New Mexico Children, Youth, and Families Department.

William Perdue is a law enforcement officer representing the District Attorney's Office. His background is Criminal Justice Administration with a specialization in executive leadership, strategic planning, and law enforcement support operations. Mr. Perdue has many years of community volunteer experience and several professional affiliations.

The Children and Youth Commission would like to formally submit a recommendation for the appointment of William Perdue per the CYFD guidelines in Sec. 9-2A-14.1 NMSA 1978.

RECOMMENDED ACTION:

Please appoint William Perdue to the Children and Youth Commission for a two year term; he will be replacing Heather Smallwood.

Thank you.

Signature: Christa Hernandez
Christa Hernandez (Jan 7, 2022 12:01 MST)

Email: chernandez@santafenm.gov

Signature:
Julie Sanchez (Jan 7, 2022 12:04 MST)

Email: jjsanchez@santafenm.gov

Signature:
Kyra Ochoa (Jan 10, 2022 08:07 MST)

Email: krochoa@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: December 15, 2021

TO: Mayor Alan M. Webber

VIA: Kristine Bustos-Mihelcic, City Clerk
Kyra Ochoa, Community Health and Safety Department Director KO
Julie Sanchez, Youth and Family Services Division Director JJS

FROM: Christa Hernandez, Youth and Family Services Program Manager CH

ITEM AND ISSUE:

Appointment of Santa Fe Police Department Sergeant Erik Ramirez to the Children and Youth Commission.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) oversees the Children, Youth and Families Department (CYFD) Alternatives to Detention grant funding, pursuant to Section 9-2A-14.1 NMSA 1978, at least one appointee must represent each of the following entities: children's court, district attorney's office, public defender's office, public schools, and local law enforcement. Having at least one member from each of these agencies allows eligibility for funds from the state of New Mexico Children, Youth, and Families Department.

The Children and Youth Commission would like to formally submit a recommendation for the appointment of Sergeant Erik Ramirez per the CYFD guidelines in Sec. 9-2A-14.1 NMSA 1978.

RECOMMENDED ACTION:

Please appoint Erik to the Children and Youth Commission for a two year term, he will be filling in for Sergeant Amanda Montano.

Thank you.

Signature: Christa Hernandez
Christa Hernandez (Dec 17, 2021 08:36 MST)

Email: chernandez@santafenm.gov

Signature:
Julie Sanchez (Dec 17, 2021 08:39 MST)

Email: jjsanchez@santafenm.gov

Signature:
Kyra Ochoa (Dec 19, 2021 09:39 MST)

Email: krochoa@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2019-15

AN ORDINANCE

AMENDING SUBSECTION 6-10.2 SFCC 1987 REGARDING THE MEMBERSHIP AND TERMS OF THE CHILDREN AND YOUTH COMMISSION.

BE IT ORDERED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 6-10 of SFCC 1987 (being Ord. No. 1998-7, as amended) is amended to read:

6-10 CHILDREN AND YOUTH COMMISSION

6-10.1 Creation; duties and powers.

A. There is created the "children and youth commission", hereinafter referred to as the "commission." The commission shall be advisory to the governing body and shall initiate, sponsor or otherwise create, along or in cooperation with other public or private agencies, programs that enhance and further the development and education of Santa Fe's children.

B. In accomplishing its tasks, the commission shall survey and assess the needs of the children and youth within the city of Santa Fe; identify and recommend to the governing body existing legislation, policies, and programs that promote the healthy development of young people; determine priorities for program development; advocate in the community on behalf of children and youth; and plan short and long range improvements for young people by applying a results-based framework, from birth through the age of twenty-one (21).

C. The commission shall conduct an annual strategic planning process that recommends funding priorities. Upon completion of the annual strategic planning process, the recommended funding priorities shall be presented to the governing body for review and approval.

D. The commission shall make a recommendation to the governing body for the use of the children and youth fund for children and youth programs as set forth in Section 18-14 SFCC 1987.

E. When evaluating and voting on a program developed to submit for grant funding under Sections 9-2A-14.1 and 9-2-16 NMSA 1978, the statutorily required members identified in Section 6-10.2(A) above must be involved.

6-10.2 Appointment; terms.

A. The Mayor, with the consent of the city council shall appoint at least seven (7) members and not more than seventeen (17) members to the commission. Of the original appointees two (2) commissioners shall serve terms of one (1) year; two (2) shall serve terms of two (2) years; and three (3) shall serve terms of three (3) years; thereafter, commissioners shall be appointed for the terms of three (3) years. Members appointed in excess of the seven (7) required members shall serve two-year terms. Pursuant to Section 9-2A-14.1 NMSA 1978, at least one appointee must represent each of the following entities: children's court, district attorney's office, public defender's office, public schools, and local law enforcement. Having at least one member from each of these agencies allows eligibility for funds from the state of New Mexico children, youth, and families department. The mayor may appoint a member of the mayor's youth advisory board as an ex-officio member. Members shall serve no more than two (2) consecutive terms unless continued membership is required to fulfil the city's funding eligibility under Section 9-2A-14.1 NMSA 1978. After three (3) consecutive unexcused absences, the chairperson shall automatically remove a commission member.

B. The commission shall elect the chairperson, organize, and adopt administrative rules and procedures necessary to accomplish its purpose as set forth in Section 16-10.2.

C. All members of the commission shall reside in the county of Santa Fe and shall be actively involved with children and youth issues. Members of the commission shall broadly represent all areas concerned with the health and development of children and youth from birth through the age of twenty-one (21) and shall represent the city's general demographics.

6-10. Staff.

The commission shall have a full-time, paid, children and youth professional to administer programs overseen by the commission and other staff as deemed necessary. The children and youth staff shall manage the children and youth fund; staff the commission; award, track, and administer the grants to children and youth programs; and work with others in the community to plan, coordinate, and fund activities, programs, and services that promote the healthy development of children and youth.

PASSED, APPROVED, and ADOPTED this 14th day of August, 2019.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2019-13
CYC Membership Amendment

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2019-13:

1. On page 2, line 13 ***insert*** the following new paragraph:

"E. When evaluating and voting on a program developed to submit for grant funding under Sections 9-2A-14.1 and 9-2-16 NMSA 1978, the statutorily required members identified in Section 6-10.2(A) above must be involved."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: X
NOT ADOPTED: _____
DATE: 8/14/19

_____
Yolanda Y. Vigil, City Clerk

FIR No. 3176

City of Santa Fe
Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. **General Information**

(Check) Bill: X Resolution: X
(A single FIR may be used for related bills and/or resolutions)
Short Title(s): **Resolution – Repealing the Regional Juvenile Justice Board.**
Bill – Children and Youth Commission Membership

Sponsor(s): Councilor Abeyta

Reviewing Department(s): Community Services

Persons Completing FIR: Julie Sanchez Date: 04/30/2019 Phone: 955-6678

Reviewed by City Attorney: _____ (Signature) Date: May 17, 2019

Reviewed by Finance Director: _____ (Signature) Date: 5/20/19

==========

Section B. **Summary**

Briefly explain the purpose and major provisions of the bill/resolution:

The Resolution repeals the resolutions that created and amended the Regional Juvenile Justice Board. The Bill amends the membership composition of the Children and Youth Commission to allow for a maximum of seventeen membership. This increase may allow for members of the Regional Juvenile Justice Board membership to continue their work with the Children and Youth Commission.

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Section C. **Fiscal Impact**

Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:

a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
b. Indicate: "A" if current budget and level of staffing will absorb the costs
"N" if new, additional, or increased budget or staffing will be required
c. Indicate: "R" – if recurring annual costs
"NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns
e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Finance Director: _____

_____X_____ Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
	Personnel*	$_____			$_____			
	Fringe**	$_____			$_____			
	Capital Outlay	$_____			$_____			
	Land/ Building	$_____			$_____			
	Professional Services	$_____			$_____			
	All Other Operating Costs	$_____			$_____			
	Total:	$_____			$_____			

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:

a. To indicate new revenues and/or

b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY _____	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
	_____	$_____		$_____		
	_____	$_____		$_____		
	_____	$_____		$_____		
	Total:	$_____		$_____		

Form adopted: 01/12/05; revised 8/24/05; revised 4/17/08

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

The Regional Juvenile Justice Board receives yearly CYFD funds ($130k – $190k) that will remain its own separate line item. The City of Santa Fe provides a match in personnel which is the salary of the board liaison and the administrative specialist.

Section D. General Narrative

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

None identified.

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

Continued duplication of services in serving high risk 'opportunity youth' which is a priority for both the Board and the Commission.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None identified.

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

Currently both the Board and the Commission prioritize prevention and intervention services for high risk juveniles; if the merger does not happen they will continue operating independently. Merging the responsibilities of Board into the Commission allows for increased effectiveness of services and a simplification of funding requests from outside organizations.

2019-15 CYC Membership Amendment (Final Approval)

Final Audit Report 2019-08-20

Created:	2019-08-19
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbTnihrUh8Z-nDrO53ogbCeeUKO5pctdi

"2019-15 CYC Membership Amendment (Final Approval)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2019-08-19 - 3:00:58 PM GMT- IP address: 63.232.20.2

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Adobe Sign

Signed document emailed to Alan Webber (amwebber@santafenm.gov), Yolanda Vigil (yyvigil@santafenm.gov), Erin McSherry (ekmcsherry@santafenm.gov), Jesse Guillen (jbguillen@ci.santa-fe.nm.us), and 1 more

2019-08-20 - 4:36:10 PM GMT

Adobe Sign

City of Santa Fe,New Mexico

memo

DATE: December 7, 2021

TO: Mayor Alan M. Webber

VIA: Kristine Bustos-Mihelcic, City Clerk
Kyra Ochoa, Community Health and Safety Department Director KO
Julie Sanchez, Youth and Family Services Division Director JJS

FROM: Christa Hernandez, Youth and Family Services Program Manager CH

ITEM AND ISSUE:

Appointment of Michal Anne Pepper to the Human Services Committee.

BACKGROUND AND SUMMARY:

We, the Human Services Committee would like to formally submit our recommendation for the appointment of Michal Anne Pepper to fill the final vacancy on the Committee.

Michal Anne brings extensive experience in behavioral health services delivery systems, quality and performance improvement, and behavioral health outcome measures.

Michal Anne is also a licensed psychologist who has experience providing clinical services, clinical supervision and teaching.

We believe Michal Anne will be a great asset to our Human Services Committee.

The Committee would also like to recommend the appointment of Carrie Thielen as the Chair of the Human Services Committee and Tres Hunter Schnell will continue to serve as the Vice Chair.

RECOMMENDED ACTION:

Please appoint Michal Anne to the Human Services Committee in the final vacancy for a two year term, she will be filling in for Brian Serna.

Thank you.

Signature: Christa Hernandez
Christa Hernandez (Dec 9, 2021 16:02 MST)

Email: chernandez@santafenm.gov

Signature:
Julie Sanchez (Dec 9, 2021 16:04 MST)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Dec 9, 2021 16:30 MST)

Email: krochoa@santafenm.gov

October 26, 2021

Michal Anne Pepper, Ph.D.

Human Services Committee; Governing Body
c/o Ms Julie Sanchez, Director, Youth and Family Services Division
City of Santa Fe Community Health and Safety Department

re: Human Services Committee vacancy

Dear Gentlepersons,

Please consider this letter of interest as you fill the current vacancy on the Human Services Committee. I believe I may have some expertise and experience that could be useful for the committee.

I fell in love with Santa Fe when I first visited as a young teen in 1966. Despite frequent visits over the years, I was not able to move to Santa Fe until 2012. Although I felt like I had achieved a life dream, I was forced to move for a job in Phoenix for eight years. We moved back to Santa Fe in 2020, and I retired in 2021. I have been wondering how I could contribute to the health and wellbeing of Santa Fe.

My professional experiences as a behavioral health provider and supervisor, in managed care quality and utilization management, and as a public health consultant for states, give me a national perspective on local healthcare and social services delivery systems. I have some familiarity with the health and social services landscape in New Mexico from my work with managed care and when consulting with New Mexico state agencies. I have a more limited understanding of the local circumstances, but I am eager to learn from native Santa Feans and others more experienced in living and working in Santa Fe.

I am concerned about the behavioral health consequences that are emerging from the exigencies of the COVID-19 pandemic: the rise in drug and alcohol usage, increased domestic violence, and escalating reports of depression and trauma among youth and young adults. Many national experts are particularly concerned that the trauma we all experience, if left unresolved, will develop into longer term and more entrenched Post Traumatic Syndrome Disorder. It is imperative that we develop new responses that will leverage existing resources to address these escalating needs in order to forestall long term, perhaps permanent, behavioral and physical health consequences of the pandemic.

I have been impressed by some of the innovative responses the city has made since our return to Santa Fe (e.g., the Alternative Response Team, financing the purchase of a motel for persons without housing). I notice that the committee has also added flexibility to grants to encourage and support innovative responses to current needs. It would be a privilege to support and contribute to these efforts.

Sincerely,

Michal Anne Pepper

Michal Anne Pepper, Ph.D.

MICHAL ANNE PEPPER, PH.D.

Summary

I am an accomplished licensed psychologist with twenty years providing clinical services, clinical supervision and teaching. I also worked five years in behavioral health managed care with clinical oversight of staff and procedures. I led cross-functional teams/divisions to implement five Medicaid implementations, NCQA audits, data analysis and research, and peer review.

My most recent experience was eight years as a consultant with the Clinical and Behavioral Health Services for Mercer, LLC., where I supported state publicly funded healthcare initiatives. Areas of interest and expertise include behavioral health services delivery systems; behavioral health parity with physical health services; health equity evaluation and reconciliation; quality and performance improvement in government agencies, managed care organizations as well as behavioral health providers; research design and interpretation; and behavioral health outcome measures.

Professional Experience

Mercer LLC Phoenix, AZ
Senior Clinical Consultant 2013 – 2021
I assisted Medicaid state agencies transform statewide, publicly funded healthcare delivery systems. As a scientist/practitioner, I provided Mercer projects with deep knowledge of mental health and substance use conditions and treatment, as well as expertise in the collection of data and research design that supports ongoing monitoring, outcome and quality improvement initiatives.

I led, or participated in, clinical and healthcare teams in a variety of health service delivery areas. Projects included the evaluation of behavioral health parity; readiness reviews for managed care implementation in various states; support for research design and implementation of 1115 Demonstration waivers; the assessment of care medical management, network adequacy, and quality operations; and research design and program evaluations. I provided clinical support for rate setting teams, with a focus on state initiatives in response to the opioid epidemic and state health disparities.

OptumHealth Behavioral Solutions Houston, TX
Behavioral Clinical Consultant 2009 - 2012
Led market and clinical operation projects in highly matrixed environment, as well as assumed temporary functional roles in the Medicaid and Medicare space. Led cross-functional teams to develop solutions for complex clinops/contracting/regulatory problems, helped develop clinical initiatives/programs, data analysis and research, created reports/customer deliverables and presentations, and clinical liaison for NCQA audit preparations.

OptumHealth New Mexico Medicaid Albuquerque, NM
Acting Clinical Program Manager 2009
Development and oversight of the behavioral health utilization management team for new statewide Medicaid implementation.

United Behavioral Health/PacifiCare Behavioral Health San Francisco, CA
Behavioral Health Consultant, Commercial Health Plan 2008 - 2009
Created operations, systems to support new peer reviewer position. Clinical review of outpatient requests referred as outlier. Made coverage determinations: issued adverse benefit determinations.

University Christian Church of Berkley Berkeley, CA
Pastor 2002 – 2007

Independent Practice Dallas, TX
Psychologist 1988 - 2001
Business owner and provider for busy independent practice. Provided psychological services for people with mental health and substance abuse issues. Consulted with organizations, supervised students.

Texas Woman's University Denton, TX
Assistant Visiting Professor 1996-1997
Taught doctoral level courses, supervised doctoral students, supervised research and researched and co-authored book chapter.

Child and Adolescent Services, MHMR Dallas, TX
Clinical Supervisor 1991-1993
Provided clinical supervision and management to 14 M.A. level clinicians. Admissions and triage unit for the county.

University of Texas at Dallas; Texas Woman's University Dallas/Denton TX
University Instructor 1985-1996
Taught one to two undergraduate and/or graduate psychology courses per long semester.

Positions prior to PhD.
Psychology Technician at the VA Hospital in Waco, Texas.
Management team for Survival House, a residential treatment facility for adolescents in Krum, Texas.

Education
M.DIV. Brite Divinity School, Ft. Worth, TX
Ph.D. Counseling Psychology, Texas Woman's University, Denton, TX
M.A. General Psychology, Texas Woman's University, Denton, TX
B.A. Psychology/Philosophy, Baylor University Waco, TX

Licensure and Certifications
Licensed Psychologist, State of Texas, #24293; state of New Mexico, #1132, reciprocity with most states.
Green Belt training (Six Sigma)

Selected Presentations and Publications
Allyship: Making the Invisible Visible. Presentation for Mercer, western market, 2021

Stressbusters for the Age of COVID. Wellness presentation for Mercer, western market. 2020

Turning Data into Information; Research Design. Annual training for Government Human Services Consulting group

How Self Compassion Promotes Resiliency OptumHealth Houston office 2012

Self Compassion and Resiliency OptumHealth Houston office 2012

Pepper, M. A. (2010) Rediscovering Confession: The Practice of Forgiveness and Where It Leads by D.A. Steere (book review) *Journal of Religion, Spirituality & Aging*, Volume 22 Issue 4, pg, 343

Pepper M.A. (2003) *Reconciling journey: A devotional workbook for lesbian and gay Christians* Pilgrim Press: Cleveland.

Rekers, G. A., & Pepper, M. A. (1998). Assisting gays and lesbians through the stages of "coming out." In L. VandeCreek & S. Knapp (Eds.), *Innovations in clinical practice: A sourcebook* (pp.163-178). Sarasota, FL: Professional Resource Press/Professional Resource Exchange.

Carrie Thielen, MPH, RD

EDUCATION

Master of Public Health, Community and Behavioral Health
Colorado School of Public Health, University of Colorado Anschutz Medical Campus / 2016

Bachelor of Science, Human Nutrition and Dietetics
University of Northern Colorado / 2014
Accredited Dietetic Internship, Community Health Education and Counseling Focus / 2015

Bachelor of Arts, Political Science
University of Colorado Boulder / 2001

CERTIFICATIONS & LICENSURE

Registered Dietitian, Commission on Dietetic Registration
Certificate of Training in Adult Weight Management

PROFESSIONAL EXPERIENCE

Community Health Program Manager, Northern New Mexico
Presbyterian Healthcare Services / 2020 – present

- Manage the implementation and coordination of hospital community health assessments and improvement plans through relationship building, community engagement, evidence-based and responsive programming, marketing and outreach, financial management, program evaluation and data reporting.
- Promote the adoption and implementation of an overall community health approach across the health system; participate on the Social Determinants of Health, LGBTQ and Equity of Care committees.
- Oversee the Share Our Strength Community-Clinical Linkage Innovation grant to increase access to healthy food for food insecure families in Northern New Mexico.

Principal Consultant / Supervisor
CO Department of Education, School Nutrition Unit / 2016 - 2020

- Secured, led and coordinated $1.9 million in grant funding aimed at ending childhood hunger; develop strategic priorities, work plans and budgets, manage statewide technical assistance and training activities, cultivate strategic partnerships, report grant deliverables and oversee funding sustainability.
- Oversaw the expansion of the Community Meals Grant Program in partnership with Share our Strength.
- Responsible for unit evaluation activities that promote a culture of quality improvement and learning; design evaluation plans, oversee needs assessments, monitor short and long-term performance metrics, conduct data analysis and present data through presentations, fact sheets, reports, maps and dashboards.
- Served on leadership team, supervise and motivate staff, conduct performance evaluations, hire and onboard new employees, conduct team trainings and manage unit through change initiatives.
- Led the development and implementation of the unit's first strategic plan to align with organization goals and promote innovative and data-informed approaches.
- Designed communication, media and outreach strategies to strengthen program visibility and cross-sector collaboration.
- Chair of the Colorado Blueprint to End Hunger Maximizing Child Nutrition workgroup; collaborated with 35 community organizations to identify, prioritize and implement statewide initiatives to increase participation in child nutrition programs.

Program Consultant
CO Department of Public Health and Environment, Early Childhood Obesity Prevention Unit / 2015 - 2016 (contract)

- Coordinated, disseminated and evaluated the *9 Ways to Grow Healthy Colorado Kids*, a statewide communication campaign to reduce early childhood obesity.
- Wrote grant proposals to support community health initiatives with evidence-based programming and funding.
- Developed strategic partnerships with community, clinical and government providers to increase impact and reach of programming.
- Served as subject matter expert on strategies that strengthen systems to promote breastfeeding, healthy eating and physical activity across the lifespan through professional presentations, work plan development and internal/external trainings.
- Collected, analyzed and presented data to inform the rollout of phone and web-based nutrition education options in Colorado Women, Infants and Children.

Development and Marketing Manager
The New Mexico Collaboration to End Hunger / 2012

- Planned, implemented and evaluated statewide programs that increase participation in child nutrition programs in partnership with the Share Our Strength No Kid Hungry Campaign.
- Managed the administration of the Summer Weekend Food Bag Grant Program reaching 2,400 food insecure families in rural and tribal communities.
- Coordinated fundraising activities, including grant writing and reporting for foundation, corporate and government funding sources.
- Developed and implemented organizational communication plan, including oversight of marketing budget, press relations, marketing materials, event planning, website, education materials and social media.
- Collaborated with stakeholders to develop and implement organization strategic plan.
- Supervised, trained and mentored marketing and fundraising assistant and AmeriCorps staff members.

Marketing, Public Relations and Fundraising Management
Various employers / Santa Fe, NM, Boulder, CO, Denver, CO / 2004 – 2011

- Increased community awareness and financial support for non-profit organizations through fundraising events, grant writing, donor relations and marketing and outreach**.**
- Oversaw national and local marketing and public relations programs through community outreach and events, graphic design, advertising, media relations and marketing material development.

COMMUNITY & PROFESSIONAL LEADERSHIP

Committee Member, Advocacy Committee, The Food Depot / present
Preceptor, Dietetic Interns and Public Health Capstone Students / present
Workgroup Chair and Data & Evaluation Committee Member, Colorado Blueprint to End Hunger / 2018-2019
Member, Colorado State Nutrition Action Council, SNAP-Ed / 2018-2019
Member, Equitable Evaluation Collaboratory / 2019
Growing Leaders Program Graduate, Association of State Public Health Nutritionists / 2018
Nutrition Educator, Cooking Matters Colorado / 2013 - 2016
Marketing Co-Chair, Board of Directors, Colorado Academy of Nutrition and Dietetics / 2013 - 2015
Public Relations Chair, Board of Directors, Denver Dietetic Association / 2013 – 2014

City of Santa Fe, New Mexico

memo

Date: January 21, 2022

To: Mayor Alan Webber
Kristine Mihelcic, City Clerk

From: Alexandra Ladd, Director, Office of Affordable Housing AGL

Re: Appointments and Re-appointments to Community Development Commission (CDC) for January 26 City Council meeting

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ACTION REQUESTED

Please put on the agenda for City Council's approval one (1) initial appointment to the Community Development Commission.

BACKGROUND

The Community Development Commission consists of seven members, serving staggered 3 year terms. The Board's purpose is to advise the Governing Body on the administration of funding for CDBG and the City's Affordable Housing Trust Fund, as well as items concerning the Santa Fe Homes Program. Per 6-4.2 of the CDC Ordinance, the Mayor, with the consent of the City Council, appoints members to the commission.

ITEM AND ISSUE

The following CDC member is recommended for initial appointment:

1. Anne Watkins (filling vacant term ending March 2023)

Letter and resume are attached for your review.

ANNE WATKINS

PROFESSIONAL EXPERIENCE

January 2003 to July 2008: Special Assistant to the New Mexico State [Water] Engineer.
Appointed Special Assistant to the State Engineer by Governor Bill Richardson in January 2003, my duties included the following:

---Director of the Governor's Drought Task Force;
---Represent the agency on the development and implementation of the Forest and Watershed Health Plan and the Non-Native Phreatophyte/Watershed Strategic Management Plan;
---Technical Team Leader for the Governor's Water Infrastructure Investment Team, charged with developing integrated regional water and waste water planning, as well as restructuring funding programs and improving collaboration among local, state and federal agencies with shared responsibilities for water and waste water system planning, regulation, and funding;
---Lead author for agency studies on the impact of climate change and adaptation strategies;
---Represented the Agency on the Governor's Climate Change Implementation Team, for which I chaired the Public Education and Outreach Program Team.

January 1994 to December 2001: Director of the Transit Department for the City of Albuquerque.
Reporting to the Mayor and Chief of Administrative Officer, I was responsible for managing the existing transit (bus, trolley, shuttle, and paratransit van) system; for managing the Ridepool program which is the lead agency for promoting all forms of alternative transportation; for designing and implementing Transportation Demand Management (TDM) strategies for the City; for managing the Regional Transit Authority effort; and for initiating the light rail/rapid transit project. Served on internal planning committee for revision of land use/development plan. The Transit Department's annual operating budget averaged $24,000,000; the capital budget averaged $6,000,000 a year; and the number of employees exceeded 600.

May 2007 to present: Project Team for Carpe Diem: Western Water and Climate Change project.
Carpe Diem is a collaborative of environmentalists and agency personnel which has convened meetings throughout the western U.S. to refocus water and ecological discussions around the challenge of climate change. Convenings have included one for New Mexico water and NGO managers; a Federal Policy discussion with federal agency personnel to recommend policy changes for the new administration; meetings with farm and ranch community organizations to identify common ground; and a media project to review current coverage of climate change and water issues and create a strategy to increase media connections between the two.

March 2002 to October 2003: Executive Director of the Rio Grande Agricultural Land Trust.
Reporting to an 11-member Board of Directors, I was responsible for the operation and management of the five-county land trust, including fundraising; proposal writing; legislative

liaison (local, state, federal); executing conservation easements; public education and outreach; and coordination with other state and national land trusts.

January 2002 to February 2002: Secretary, Agriculture and Water Resources Committee. Reporting to Committee Chair Representative Joe Stell, I was responsible for committee agendas and reports, and for assisting the Chair and members with bill analysis and tracking.

July 1993 to December 1993: Outreach Coordinator for the Rio Grande Rapid Rail Project. Reporting to the Bernalillo County Transportation Development District, I was responsible for identifying creative public and private funding sources for the project, identifying satellite transportation needs and proposals for their inclusion in local transportation and land use plans, and developing a constituency and a legislative initiative for a commuter rail between Albuquerque and Santa Fe.

September 1990 to February 1993: Recycling Consultant, City of Albuquerque Solid Waste Management Department. Reporting to the Department Director, I was responsible for development and integration of non-traditional department programs (including curbside recycling, yard waste/sludge composting, market development, public awareness and education) and for design of the City's materials recycling facility.

December 1992 to August 1993: Statewide Coordinator for the Commercial-Sector Source Reduction Audit Program. Working with the public relations firm Cooney and Associates and the New Mexico Energy, Minerals, and Natural Resources Department's Director of Recycling Programs, I was responsible for developing source reduction strategies for businesses in eight New Mexico communities.

February 1992 to December 1993: Member of Consulting Team for Navajo Mine (San Juan County) Land Reclamation and Management Program. Responsible for ongoing information dissemination and for soliciting input and participation in the program from all stakeholders, including representatives from the Navajo Tribe and local Chapters, the Bureau of Indian Affairs and other governmental agencies and environmental organizations.

1990 – 1993: Principal, Resource Planning and Management, Inc.
Provided natural resource management consulting services to businesses and government agencies.

March 1987 to April 1990: Executive Director, Democratic Party of New Mexico. Reporting to the State Chair and an Executive Committee of County Chairs, I was responsible for developing a budget for the statewide campaign operation; fundraising; organizing the voter registration/turnout operation; and coordinating statewide campaigns with the activities of local officials and party organizations.

September 1985 to February 1987: Executive Assistant to Congressman Bill Richardson. I was responsible for the operation of the Congressional offices in Washington and New Mexico; served as liaison with New Mexico staff and constituents on federal legislation; and traveled the district soliciting input for the Congressman's legislative agenda.

September 1972 to April 1980: Professional Librarian, University of Texas General Libraries and University of New Mexico General Libraries. Major accomplishments include:

member of Design Team for a new General Library in Austin which centralized twenty-eight branch libraries; represented both libraries on the committee which developed a national automated cataloging and retrieval system housed at the Library of Congress.

ADDITIONAL EMPLOYMENT EXPERIENCE
Co-manager of project to convert a large ranch north of Las Vegas into an environmental education center**;** Merchandising Manager for an eight-branch health food market; New Mexico Legislative Council Service staff; Manager of a U.S. Senate campaign; business and financial consultant to non-profits and cooperatives.

EDUCATION

B.A., Political Science and Economics, New York University Washington Square College of Arts and Sciences,, 1969.

M.L.S., University of Texas at Austin, 1972.

Harvard University, Kennedy School for Senior Executives in State and Local Government, 1997.

PUBLICATIONS

"Impact of Climate Change on New Mexico's Water Supply and Ability to Manage Water Resources." Office of the State Engineer, July 2006.

"Climate Change: What does it mean for New Mexico?" Video based on the 4th Annual Governor's Drought Task Force Summit in October, 2006. Directed by Blur to Focus Productions; Produced by Anne Watkins of the Office of the State Engineer.

INVITED PRESENTATIONS

"Water Conservation in the Context of Drought and Climate Change: Obstacles and Opportunities." Climate Change Adaptation for Water Managers, sponsored by Arizona Water Institute and CLIMAS, Tucson, February 4-5, 2008.

"Climate Research Needs for the Water Sector." National Academy of Science Workshop on Future Priorities for the U.S. Climate Change Science Program, Washington, D.C., October 15-17, 2007.

"Climate Change and Changes in Water Management: What's Really Being Done." Colorado River Project Symposium sponsored by Water Education Foundation, Santa Fe, September 19-21, 2007.

"Climate Change and State Water Planning: The Role of Science and Academia." Five-State Regional Water Policy Forum sponsored by USDA, Oklahoma City, March 29-30, 2007

"Adaptive Management of Watersheds for Enhanced Water Resources" with Sterling Grogan. AWRA Summer Specialty Conference, Missoula, MT, June 26, 2006

"Water and Energy Policy Connections." CLE on the Water Energy Nexus sponsored by the Utton Transboundary Resource Center, University of New Mexico Law School, May 19, 2006

"Water Project Planning and Financing for Sustainability." State/EPA Symposium on Environmental Innovation and Results, Denver, January 24, 2006

"Watershed-scale Planning Initiatives in New Mexico." 4th Annual Rio Grande Basin Initiatives Conference, Alpine, Texas, April 12-14, 2005

"Moving from Crisis Response to Risk Management for Drought Mitigation." CLE Super-Conference on the Law of the Rio Grande, Albuquerque, February 6, 2004.

"The New Mexico Drought Task Force." New Mexico Rural Water Association Annual Conference, Albuquerque, March 24, 2004

"Planning Through the Drought." Smart Infrastructure Financing: 9th Annual New Mexico Infrastructure Conference, Las Cruces, New Mexico, October 27, 2004

"Planning for Drought." New Mexico Water Resources Research Institute Annual Conference, Santa Ana Pueblo, November 6, 2003.

ANNE WATKINS

September 26, 2021

Toni Candelaria Martinez
Community Development Commission
Santa Fe, NM

re: APPLICATION FOR COMMUNITY DEVELOPMENT COMMISSION

Dear Toni:

Please accept my application for the Community Development Commission. I've been a resident of Santa Fe for nearly 10 years and of New Mexico for nearly 50 years. I've worked in a number of government positions during that time, and I believe my wide and varied experience would contribute to the development of ambitious but practical policy recommendations.

During my 8-year tenure as Director of Transit for the City of Albuquerque (1994-2001), I assumed a leadership role in the revision of the City's land use/development plan, focusing on transit-oriented development and increasing services to low income communities, as well as developing affordable housing strategies. I built the Alvarado Transportation Center in Downtown Albuquerque and was instrumental in gaining approval of the high density development around that area. I built the Westside Transit Center and the Uptown Transit Center and was instrumental in making those development-centered. And I also managed the Regional Transit Authority initiative, and worked with local and state government and pueblo officials to prepare the way for implementation of what became the RailRunner. The challenge of appropriate development and affordable housing was a common theme.

Henry Cisneros, former Mayor of San Antonio and Secretary of the Housing and Urban Development Administration, maintained that affordable housing is so vital that we cannot accomplish our goals for a vibrant and thriving society without it. He emphasized the importance of working across a broad spectrum, including the financial community, developers, planners and community organizations, and I fully concur with that strategy.

Santa Fe is facing numerous challenges to create a thriving City that supports a growing population, a strong economy, and a diverse and exciting community. Appropriate development that includes a variety of housing options accessible across a broad spectrum of individual/family financial capacities is key to its success.

I would relish the opportunity as a member of the Community Development Corporation to help Santa Fe accomplish its affordable housing goals. Thank you for your consideration.

Sincerely,

Anne Watkins