

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 07/29/2015
ITEM FROM FINANCE COMMITTEE MEETING OF 07/13/2015

ISSUE:

8. Request for Approval of Budget Increase from Fire Project Fund to On-Call Roadways & Trails Construction (Bid No. 14/10/B) Fund (32215) for Fire Station 1 Parking Lot Resurfacing Project in the Amount of \$62,700. (Jan Snyder)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 22208.571000

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	Acting Chair X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ	Excused		

06/29/2015

City of Santa Fe, New Mexico

memo

DATE: May 27, 2015
TO: Finance Committee
City Council
FROM: Jan M Snyder, Assistant Fire Chief *JS*
SUBJECT: BAR for Station 1 Parking Lot Project using RFB 14/10/B
VIA: Erik L. Litzenberg, Fire Chief *EL*
CC: Oscar Rodriguez, Finance Director
Robert Rodarte, Purchasing Officer

The City of Santa Fe Fire Department respectfully requests approval of a BAR moving \$62,700.00 from our Fire Protect Fund to a project business unit (32215) assigned by the Roadways & Trails Engineering Division. To utilize the current On-Call Roadway and Trails Construction RFB # 14/10/B to resurface the parking lot at Fire Station #1 on Murales Road.

The current On-Call Roadway and Trails Construction contract with GM Emulsion, LLC places the cost of the project at fifty-four thousand five hundred and fourteen dollars and six cents (\$54,514.06). With an additional 15% contingency added for a total of Sixty-two thousand seven hundred dollars (\$62,700.00).

The parking lot at Fire Station 1 has been deteriorating for many years and has progressively gotten worse. To solve the issue GM Emulsion will remove all the current asphalt and concrete in the main section of the parking lot, replacing it with new materials including striping.

This project was originally budgeted in the Department's fiscal year 2014-2015 Fire Property Tax business unit. But do to that business unit being decreased by eight-four thousand dollars (\$84,000.00) mid-year, we are moving the project to our State Fire Protection Fund (22208), see attached BAR.

We thank you for your consideration and please feel free to contact me with any questions.

Attachments: (7) Construction Agreement #13-1181 / RFB # 14/10/B
Summary of Contracts
Memo to Finance Committee - 9/26/2013
City Council Agenda and Minutes - 10/25/2013
Quote from GM Emulsion, LLC.
BAR
Supporting emails

City of Santa Fe, New Mexico

memo

DATE: May 27, 2015
TO: Finance Committee
City Council
FROM: Jan M Snyder, Assistant Fire Chief *JMS*
SUBJECT: BAR for Station 1 Parking Lot Project using RFB 14/10/B
VIA: Erik L. Litzenberg, Fire Chief *EL*
CC: Oscar Rodriguez, Finance Director
Robert Rodarte, Purchasing Officer *RR*

The City of Santa Fe Fire Department respectfully requests approval of a BAR moving \$62,700.00 from our Fire Protect Fund to a project business unit (32215) assigned by the Roadways & Trails Engineering Division. To utilize the current On-Call Roadway and Trails Construction RFB # 14/10/B to resurface the parking lot at Fire Station #1 on Murales Road.

The current On-Call Roadway and Trails Construction contract with GM Emulsion, LLC places the cost of the project at fifty-four thousand five hundred and fourteen dollars and six cents (\$54,514.06). With an additional 16% contingency added for a total of Sixty-two thousand seven hundred dollars (\$62,700.00).

The parking lot at Fire Station 1 has been deteriorating for many years and has progressively gotten worse. To solve the issue GM Emulsion will remove all the current asphalt and concrete in the main section of the parking lot, replacing it with new materials including striping.

This project was originally budgeted in the Department's fiscal year 2014-2015 Fire Property Tax business unit. But due to that business unit being decreased by eight-four thousand dollars (\$84,000.00) mid-year, we are moving the project to our State Fire Protection Fund (2220B), see attached BAR.

We thank you for your consideration and please feel free to contact me with any questions.

Attachments: (7): Construction Agreement #13-1181 / RFB # 14/10/B
Summary of Contracts
Memo to Finance Committee - 9/26/2013
City Council Agenda and Minutes - 10/25/2013
Quote from GM Emulsion, LLC
BAR
Supporting emails

B.1 Construction Agreement

(Revised 4/24/2000)

ITEM # 13-1181

THIS AGREEMENT dated Oct. 30, 2013, is made and entered into by and between the City of Santa Fe, a New Mexico municipal corporation, hereinafter called the "City" and GM Emulsion, LLC hereinafter called the "Contractor" for construction of the On Call Roadway & Trails Construction Services RFB#14/10/B.

The City and the Contractor agree as follows:

1. To perform this contract and construct the work in accordance with the terms and conditions of these Contract Documents, including the following documents:
 - a) Agreement (this instrument);
 - b) Addenda to Contract Documents, if any;
 - c) Legal and Procedural Documents;
 1. Bid Form;
 2. Instructions for Bidders;
 3. Advertisement inviting bids dated: **August 26, 2013**;
 4. Supplemental General Provisions;
 - d) Special Provisions;
 - e) Supplemental Specifications;
 - f) Bonds;
 1. Performance Bond;
 2. Labor and Material Payment Bond;
 3. Bid Guarantee;
 - g) Insurance Requirements.
 - h) The "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2007 Edition";
 - i) The "New Mexico Standard Specifications for Public Works Construction, 1987 Edition";
 - j) Plans and Drawings;
 - k) Everything else bound in these documents
 - l) The sequence of construction and traffic control plan.

2. There is one (1) original signed copy of this agreement.

3. Compensation: Base Bid Amount: not to exceed Two Million Dollars (\$2,000,000.00) to which applicable New Mexico Gross Receipt Taxes will be added. The Contractor agrees to timely remit this GRT to NMTRD. If the Contractor ever receives a refund of this Gross Receipt Tax, or any portion thereof, the Contractor agrees to permit the entire refund to the City immediately.

4. **Term:** The Contract Completion Time for this contract is two (2) years. The Contract duration shall terminate two (2) years from the date of award, with the option to extend an additional year, by mutual agreement of all parties and approval of City of Santa Fe at the same price, terms and conditions. This Agreement shall not exceed (4) years beyond the original agreement date. 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.
5. **Appropriations:** The terms of this agreement are contingent upon sufficient appropriations and authorizations 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.
6. **Scope of Agreement:** 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, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
7. **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.
8. **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.
9. **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 contract.

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. 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.
12. 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.
13. 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.
14. 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.
15. Amendment: This Agreement shall not be altered, changed or modified except by a Amendment executed by the parties hereto.

- 16. **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.
- 17. **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.
- 18. **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.

IN WITNESS whereof the parties have executed this contract.

CONTRACTOR

CITY OF SANTA FE

By Gabriel Alvarez
 Title owner

By David Coss
 David Coss, Mayor

And

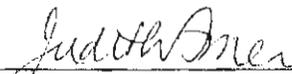
By _____
 Title _____

ATTEST:

Yolanda Y. Vigil
 Yolanda Y. Vigil, City Clerk *ccmtg 10-30-13*

370602 GAL, GB 98, GS 08
 N.M. Contractor's License No. & Type
03181502002
 N.M. Taxation & Revenue CRS No.
13-00110289
 City of Santa Fe Business Registration No.

APPROVED AS TO FORM:


KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 11/14/13

APPROVED:


MARCOS A. TAPIA, FINANCE DIRECTOR
varies



**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 CONTRACT AGREEMENT
 MAINTENANCE AGREEMENT LICENSE AGREEMENT
 LEGAL SERVICES AGREEMENT MEMORANDUM OF UNDERSTANDING
 MEMORANDUM OF AGREEMENT JOINT POWERS AGREEMENTS
 GRANT AGREEMENTS CHANGE ORDERS
- 2 Name of Contractor TLC Plumbing & Utility
- 3 Complete information requested Plus GRT

Original Contract Amount: Not to Exceed \$2,000,000.00

Inclusive of GRT

Termination Date: October 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: On Call Roadway & Trails Construction Services

 Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP RFQ Sole Source Other

6 **Procurement History:** N/A
example: (First year of 4 year contract)

7 **Funding Source:** Varies **BU/Line Item:** Varies

8 **Any out-of-the ordinary or unusual issues or concerns:**
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** James Martinez Phone # (505)955-6953

Division Contract Administrator: Sarah Yuma *SY*

Division Director: Eric B. Martinez, P.E. *EM*

Department Director: Isaac J. Pino, P.E. *Isaac J. Pino*

10 **Certificate of Insurance attached.** (if original Contract)

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** RFB '14/10/B was used to obtain lowest qualified bidders.

12 **Prior year's contract amount?:** N/A

13 **Describe service impact from an ongoing commitment to the contractor:** N/A

14 **Why staff cannot perform the work?:** Various construction projects.

15 **If extending contract, why?:** N/A

16 **Was a Santa Fe company awarded contract? if not, why?:** Yes

17 **Has the contract has been approved as to form by City Attorney's Office?:** Yes

18 **Is this for City Manager or Council approval?:** Yes

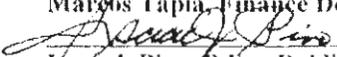
To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

City of Santa Fe, New Mexico

memo

DATE: September 26, 2013
TO: Finance Committee
VIA: Marcos Tapia, Finance Department Director

Isaac J. Pino, P.E. – Public Works Department Director
Eric Martinez, P.E. – Roadway & Trails Engineering Division Director 
FROM: James A. Martinez, E.I.T. 

ITEM & ISSUE:

BID NUMBER 14/10/B – RECOMMENDATION OF AWARD AND APPROVAL OF A CONSTRUCTION AGREEMENT FOR ON CALL ROADWAY & TRAILS CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$2,000,000.00 EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX WITH:

- H.O. CONSTRUCTION, INC.
- TLC PLUMBING & UTILITY AND
- GM EMULSION, LLC.

BACKGROUND & SUMMARY:

A request for bids was advertised on August 26, 2013 for On Call Roadway and Trails Construction Services. Five bids were received on September 13, 2013 with two bidders qualifying for local preference. The bids were reviewed for completeness and accuracy and upon review were reasonable. The lowest qualified bidder is H.O. Construction, Inc. of Albuquerque with a base bid amount of \$2,587,965.00, exclusive of New Mexico Gross Receipts Tax. The second lowest qualified bidder is TLC Plumbing & Utility of Albuquerque with a base bid amount of \$2,588,688.50, exclusive of New Mexico Gross Receipts Tax. The Third lowest qualified bidder was GM Emulsion, LLC of Santa Fe with a base bid amount of \$3,234,385. GM Emulsion, LLC qualified for the 10% local preference bringing the bid amount to \$2,910,946.50, exclusive of New Mexico Gross Receipts Tax. A tabulation of the accepted bids is attached.

The construction services utilized under this contract include various public works projects that may involve roadway improvements such as sidewalk, curb, gutter and ADA curb ramp installation; drainage system improvements; street maintenance and trail construction. These contracts would be utilized as needed, over a two year period, with an option to renew for two additional years. These agreements are not to exceed four years.

Availability of funds for these services will be identified and budgeted, as needed, for each individual Capital Improvement Project. Execution of these Construction Agreements does not constitute a promise to purchase any amount of said work.

RECOMMENDED ACTION:

The Public Works Department recommends the following:

- Approval of the Construction Agreements to provide On Call Roadway and Trails Construction Services in an amount not to exceed \$2,000,000 per contract, excluding NMGRF with:
 - H.O. Construction, Inc.
 - TLC Plumbing & Utility
 - GM Emulsion, L.L.C.

Attachments: H.O Construction - Construction Agreement
H.O Construction - Summary of Contract Form
TLC Plumbing & Utility - Construction Agreement
TLC Plumbing & Utility - Summary of Contract Form
GM Emulsion, L.L.C. - Construction Agreement
GM Emulsion, L.L.C. - Summary of Contract Form
Bid Tabulation Sheets

B.1 Construction Agreement

(Revised 4/24/2000)

THIS AGREEMENT dated _____, 2013, is made and entered into by and between the City of Santa Fe, a New Mexico municipal corporation, hereinafter called the "City" and H.O. Construction, Inc. hereinafter called the "Contractor" for construction of the On Call Roadway & Trails Construction Services RFB# 14/10/B.

The City and the Contractor agree as follows:

1. To perform this contract and construct the work in accordance with the terms and conditions of these Contract Documents, including the following documents:
 - a) Agreement (this instrument);
 - b) Addenda to Contract Documents, if any;
 - c) Legal and Procedural Documents;
 1. Bid Form;
 2. Instructions for Bidders;
 3. Advertisement inviting bids dated: **August 26, 2013**;
 4. Supplemental General Provisions;
 - d) Special Provisions;
 - e) Supplemental Specifications;
 - f) Bonds;
 1. Performance Bond;
 2. Labor and Material Payment Bond;
 3. Bid Guarantee;
 - g) Insurance Requirements.
 - h) The "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2007 Edition"
 - i) The "New Mexico Standard Specifications for Public Works Construction, 1987 Edition";
 - j) Plans and Drawings;
 - k) Everything else bound in these documents
 - l) The sequence of construction and traffic control plan.
2. There is one (1) original signed copy of this agreement.
3. Compensation: Base Bid Amount: \$2,587,965.00 to which applicable New Mexico Gross Receipt Taxes will be added. The Contractor agrees to timely remit this GRT to NMTRD. If the Contractor ever receives a refund of this Gross Receipt Tax, or any portion thereof, the Contractor agrees to permit the entire refund to the City immediately.

4. **Term:** The Contract Completion Time for this contract is two (2) years. The Contract duration shall terminate two (2) years from the date of award, with the option to extend an additional year, by mutual agreement of all parties and approval of City of Santa Fe at the same price, terms and conditions. This Agreement shall not exceed (4) years beyond the original agreement date. 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.
5. **Appropriations:** The terms of this agreement are contingent upon sufficient appropriations and authorizations 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.
6. **Scope of Agreement:** 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, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
7. **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.
8. **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.
9. **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 contract.

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. 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.
12. 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.
13. 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.
14. 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.
15. Amendment: This Agreement shall not be altered, changed or modified except by a Amendment executed by the parties hereto.

- 16. 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.
- 17. 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.
- 18. 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.

IN WITNESS whereof the parties have executed this contract.

CONTRACTOR

CITY OF SANTA FE

By _____

By _____

David Coss, Mayor

Title _____

And

By _____

ATTEST:

Title _____

Yolanda Y. Vigil, City Clerk

N.M. Contractor's License No. & Type

N.M. Taxation & Revenue CRS No.

City of Santa Fe Business Registration No.



**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 | <input type="checkbox"/> | CONTRACT AGREEMENT | <input checked="" type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor H.O. Construction, Inc.

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: Not to Exceed \$2,000,000.00

Termination Date: October 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: On Call Roadway & Trails Construction Services

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

- 5 **Procurement Method of Original Contract:** (complete one of the lines)
 RFP RFQ Sole Source Other
- 6 **Procurement History:** N/A
 example: (First year of 4 year contract)
- 7 **Funding Source:** Varies **BU/Line Item:** Varies
- 8 **Any out-of-the ordinary or unusual issues or concerns:**
 (Memo may be attached to explain detail.)
- 9 **Staff Contact who completed this form:** James Martinez Phone # (505)955-6953
Division Contract Administrator: Sarah Yuma *SY*
Division Director: Eric B. Martinez, P.E. *EBM*
Department Director: Isaac J. Pino, P.E. *Isaac J. Pino*
- 10 **Certificate of Insurance attached.** (if original Contract)
- 11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** RFB '14/10/B was used to obtain lowest qualified bidders.
- 12 **Prior year's contract amount?:** N/A
- 13 **Describe service impact from an ongoing commitment to the contractor:** N/A
- 14 **Why staff cannot perform the work?:** Various construction projects.
- 15 **If extending contract, why?:** N/A
- 16 **Was a Santa Fe company awarded contract? If not, why?:** Yes
- 17 **Has the contract has been approved as to form by City Attorney's Office?:** Yes
- 18 **Is this for City Manager or Council approval?:** Yes

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
OCTOBER 30, 2013
CITY COUNCIL CHAMBERS

AFTERNOON SESSION – 5:00 P.M.

CITY CLERK'S OFFICE

DATE 10-25-13 TIME 4:20 p.m.

BY

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SALUTE TO THE NEW MEXICO FLAG
4. INVOCATION
5. ROLL CALL
6. APPROVAL OF AGENDA
7. APPROVAL OF CONSENT CALENDAR
8. APPROVAL OF MINUTES: Special City Council Meeting – September 24, 2013
Special City Council Meeting – October 3, 2013
Reg. City Council Meeting – October 9, 2013
Special City Council Meeting – October 15, 2013
9. PRESENTATIONS
 - a) Muchas Gracias – Bicycle Trails Advisory Committee, City Staff and Members of the Santa Fe Bicycling Community for Their Help in Obtaining National Recognition from the League of American Bicyclists as a "Bicycle Friendly Community" - Silver Designation. (Councilor Bushee) (10 minutes)
 - b) Presentation of Kiwanis Zeller Award. (Ray Sandoval and Lynette Kennard, Kiwanis.) (5 minutes)
 - c) Tierra Contenta Corporation (TCC) Board - Update of the Status of Tierra Contenta Master Plan. (James Hicks) (5 minutes)
10. CONSENT CALENDAR
 - a) Bid No. 14/10/B – On Call Roadway & Trails Construction Services and Construction Agreements. (James Martinez)
 - 1) H.O. Construction, Inc
 - 2) TLC Plumbing & Utility
 - 3) GM Emulsion, LLC



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- b) Bid No. 14/11/B – Santa Fe Rail Trail Retaining Wall & Slope Stabilization Project; H.O. Construction, Inc. (James Martinez)
- c) Bid No. 14/13/B – Taxiway F Extension for Santa Fe Municipal Airport and Contract; Albuquerque Asphalt, Inc. (Francey Jesson)
 - 1) Request for Approval of Grant Agreement – Taxiway F Extension Construction; Department of Transportation Aviation Division Grant. (Francey Jesson)
- d) Request for Approval of Procurement Under State Price Agreement – Base Course Material; EMCO of Santa Fe LLC. (David Catanach)
- e) Request for Approval of Procurement Under State Price Agreement – Pavement Resurfacing Services for Walking Trails Along Arroyo Chamisa Trail; EMCO of Santa Fe LLC. (David Catanach)
- f) Request for Approval of Sale of Real Estate – Approximately 3166 Square Feet Within Lot 3, Section 1, Township 16 North, Range 8 East, NMPM, Adjoining 3020 South Meadows Road; Carol Ortega. (Edward Vigil)
- g) Request for Approval of Professional Services Agreement – Impact Fees Update in Accordance With New Mexico Development Fees Act (RFP #14/06/P); Duncan Associates. (Reed Liming)
 - 1) Request for Approval of Budget Transfer – Long Range Planning Fund.
- h) Request for Approval of Amended Mortgage Document and Amended and Restated Promissory Note – Secure Remaining Acreage Owned by Tierra Contenta Corporation; Tierra Contenta Corporation. (Alexandra Ladd)
- i) Request for Approval of Procurement – Service, Repairs and Equipment for Wastewater Management Division; James, Cooke and Hobson (JCH). (Luis Orozco)
- j) Request for Approval of Disposal and Recycling of Unusable Metal Dumpsters at Environmental Services Division and Provide Revenues from Sale of Scrap Metal to Keep Santa Fe Beautiful for City Wide Clean-Up Projects; Mr. G's Santa Fe Recycles. (Lawrence Garcia)



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- k) Request for Approval of Grant Application and Award – Health Equipment and Services; U.S. Department of Homeland Security. (Sheila Beuler)
 - 1) Request for Approval of Procurement Under Federal Price Agreement – Health Related Equipment and Services for Fire Department; Federal Emergency Management Agency (FEMA); BIOSPACE, Inc. and Parvomedics.
 - 2) Request for Approval of Professional Services Agreement – MaxV02 Advanced Cardiorespiratory Testing Project for Fire Department; Sierra Pulmonary and Sleep Institute.
 - a) Request for Approval of Budget Increase – Grant Fund.
- l) Request for Approval of Professional Services Agreement – Fiscal Agent Services for City of Santa Fe (RFP #13/25/P); Wells Fargo Bank, N.A. (Helene Hausman)
- m) Request for Approval of Project Agreement – Hire Attorney, Engage Other Legal Resources and DWI Forfeiture Program; New Mexico Department of Transportation, Traffic Safety Division, Highway Safety Project. (Alfred Walker and Geno Zamora)
- n) Request for Approval of Grant Award and Budget Increase – State Fire Expenditure Fund for Fire Department; State of New Mexico Department of Finance and Administration. (Jan Snyder)
- o) CONSIDERATION OF RESOLUTION NO. 2013-____. (Councilor Dominguez, Councilor Bushee, Councilor Dimas and Councilor Rivera)
A Resolution Supporting the Santa Fe Public School Transitional Education Program (“TEP”); Authorizing the Reallocation of Designated Funding in the Amount of \$23,000 from Children and Youth Providers That Have Dissolved Their Programs to the TEP Program to Pay for Space Rental and Coordination of Wrap Around Services for the Months of January to May 2014, During the Implementation of the TEP Pilot Program. (Chris Sanchez)
- p) CONSIDERATION OF RESOLUTION NO. 2013-____. (Councilor Bushee and Councilor Wurzbarger)
A Resolution Supporting Initiation of a Needs Assessment by the North Central Regional Transit District to Identify Alternative Service and Financing Options to Begin Provision of Scheduled Regional Transit Service to the Santa Fe Ski Basin. (Jon Bulthuis)



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- q) CONSIDERATION OF RESOLUTION NO. 2013-____. (Councilor Wurzbarger, Councilor Ives, Councilor Calvert and Councilor Dominguez)
A Resolution Relating to the Development of a Veterans Art Therapy Program in Santa Fe; Directing Staff to Convene a Meeting of the Department of Veterans Services, Veterans Affairs, Health and Human Services Agencies, Service Providers, Art Therapy Organizations, Nonprofit Organizations, Funders and Relevant Agencies and Organizations to Discuss the Establishment of a Veterans Art Therapy Program in Santa Fe. (Terrie Rodriguez)

- r) Request to Publish Notice of Public Hearing on December 11, 2013:
 - 1) Bill No. 2013-39: An Ordinance Creating a New Section 19-2 SFCC 1987 to Establish a Fraud, Waste and Abuse Hotline for City Employees to Report Alleged Fraud, Waste and Abuse Being Committed by Employees and Officers of the City. (Councilor Rivera, Councilor Dimas and Councilor Bushee) (Liza Kerr and Judith Amer)
 - a) A Resolution Authorizing Staff, During the 2014/2015 Budget Process, to Establish a Budget for the Design, Implementation and Administration of a Fraud, Waste and Abuse Hotline for City Employees to Report Alleged Fraud, Waste and Abuse Being Committed by Employees and/or Officers of the City. (Councilor Rivera, Councilor Dimas and Councilor Bushee) (Lisa Kerr and Judith Amer)

- s) CONSIDERATION OF RESOLUTION NO. 2013-____. (Councilor Bushee and Councilor Ives)
A Resolution Relating to the Enhancement of City of Santa Fe Environmental Services and the Use of Recycled Materials; Directing Staff to Establish Ordinance Provisions, Where Possible, Related to: Commercial Businesses Providing Equal Space for Trash Receptacles and Recycling Containers; Mandated Green Waste Collection Days and the Mandated Use of Recycled Asphalt, Within the City Limits, That Contains a Minimum of 10% Recycled Glass to be Used Within the City Limits of Santa Fe. (Nick Schiavo)



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- t) CONSIDERATION OF RESOLUTION NO. 2013-____. (Councilor Dimas, Councilor Dominguez, Councilor Rivera, Councilor Trujillo, Councilor Bushee and Councilor Calvert)
A Resolution Relating to the Health, Safety and Welfare of the Residents of the City of Santa Fe; Encouraging the Santa Fe Police Department and the Residents of Our Community to Come Together in a Collaborative Effort and for a Common Cause – Take Illegal Drugs Off the Streets of Santa Fe. (Chief Raymond Rael)
- u) Request for Approval of 2014 Employee Holiday Calendar. (Vicki Gage)
- v) Request for Approval of Proposed Changes to Procurement Manual Section 29, Contract Modifications/Amendments/Change Orders. (Robert Rodarte and Judith Amer)
- 11. Request for Ratification of Professional Services Agreement for Emergency Pool Boiler Replacements at Genoveva Chavez Community Center; Welchs Boiler Service, Inc. (David Pfeifer and Lisa Martinez)
- 12. MATTERS FROM THE CITY MANAGER
- 13. MATTERS FROM THE CITY ATTORNEY
 - a) Appointment of Kelley Brennan as Interim City Attorney.
 - b) Consideration of Request for Approval of Conflict Waiver Regarding Legal Services at the City of Santa Fe and the Santa Fe Public Schools.
- 14. MATTERS FROM THE CITY CLERK
- 15. COMMUNICATIONS FROM THE GOVERNING BODY

EVENING SESSION – 7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. SALUTE TO THE NEW MEXICO FLAG



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D. INVOCATION

E. ROLL CALL

F. PETITIONS FROM THE FLOOR

G. APPOINTMENTS

- Library Board

H. PUBLIC HEARINGS:

- 1) Request from Alexander's Inn, Inc. for the Following: (Yolanda Y. Vigil)
 - a) Pursuant to §60-6B-10 NMSA 1978, a Request for a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcoholic Beverages at Hacienda Nicholas Bed & Breakfast, 320 E. Marcy Street, Which is Within 300 Feet of the Church of The Holy Faith, 311 E. Palace Avenue.
 - b) If the Waiver of the 300 Foot Location Restriction is Granted, a Request from Alexander's Inn, Inc. for a Special Bed & Breakfast Dispensing License (Beer and Wine On-Premise Consumption Only) to be Located at Hacienda Nicholas Bed & Breakfast, 320 E. Marcy Street.
- 2) Request from Alexander's Inn, Inc. for the Following: (Yolanda Y. Vigil)
 - a) Pursuant to §60-6B-10 NMSA 1978, a Request for a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcoholic Beverages at The Madeleine Inn, 106 Faithway Street, Which is Within 300 Feet of the Church of The Holy Faith, 311 E. Palace Avenue.
 - b) If the Waiver of the 300 Foot Location Restriction is Granted, a Request from Alexander's Inn, Inc. for a Special Bed & Breakfast Dispensing License (Beer and Wine On-Premise Consumption Only) to be Located at The Madeleine Inn, 106 Faithway Street.



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- 3) Request from The Santa Fe Bite, LLC for the Following: (Yolanda Y. Vigil)
 - a) Pursuant to §60-6B-10 NMSA 1978, a Request for a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcoholic Beverages at The Santa Fe Bite, 311 Old Santa Fe Trail, Which is Within 300 Feet of The San Miguel Mission, 401 Old Santa Fe Trail and The Church of Antioch at Santa Fe, 207 Old Santa Fe Trail.
 - b) If the Waiver of the 300 Foot Location Restriction is Granted, a Request from The Santa Fe Bite, LLC for a Restaurant Liquor License (Beer and Wine On-Premise Consumption Only) to be Located at The Santa Fe Bite, 311 Old Santa Fe Trail.
- 4) Request from 1754 La Posada, LLC for a Transfer of Ownership of Dispenser License #893, From Ektorner US La Posada Liquor, LLC to 1754 La Posada, LLC. This License Will Remain at La Posada de Santa Fe Resort & Spa, 330 E. Palace Avenue. (Yolanda Y. Vigil)
- 5) Request from Highgarden Entertainment, LLC for a Transfer of Ownership and Location of Inter-Local Dispenser License #2626 From Central Market, Ltd., dba One Up Restaurant Lounge, 301 Central Avenue, NW, Albuquerque, to Highgarden Entertainment, LLC, dba Jean Cocteau Cinema, 418 Montezuma Avenue, Suite A. (Yolanda Y. Vigil)
- 6) Request from Santa Fe Hard Cider, LLC for the Issuance of a Winegrowers Liquor License to be Located at Santa Fe Hard Cider, 1730 Camino Carlos Rey North #103. (Yolanda Y. Vigil)
- 7) Pursuant to §60-6B-10 NMSA 1978, a Request from St. John's College for a Waiver of the 300 Foot Location Restriction and Approval to Allow the Dispensing/Consumption of Beer and Wine at St. John's College, Great Hall, 1160 Camino Cruz Blanca. The Request is for Four (4) "Music on the Hill Elevated Concerts" to be Held on January 25, February 22, March 15 and March 29, 2014 from 7:30 p.m. to 9:30 pm. (Yolanda Y. Vigil)
- 8) Pursuant to §60-6B-10 NMSA 1978, a Request from Girls Incorporated of Santa Fe for a Waiver of the 300 Foot Location Restriction and Approval to Allow the Dispensing/Consumption of Wine at the Santa Fe University of Art and Design, Southwest Annex, 1600 St. Michaels Drive. The Request is for the 2nd Annual LUNAFEST to be Held on November 9, 2013 from 5:00 p.m. to 6:30 p.m. (Yolanda Y. Vigil)



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- 9) Pursuant to §60-6B-10 NMSA 1978, Request from Ellsworth Gallery, LLC for a Waiver of the 300 Foot Location Restriction and Approval to Allow the Dispensing/Consumption of Wine at Ellsworth Gallery, 215 E. Palace Avenue, Which is Within 300 Feet of The Cathedral Basilica of St. Francis of Assisi, 131 Cathedral Place. The Request is for the "Kathryn Stedham: Alluvium" Opening Reception to be Held on November 8, 2013 from 5:00 p.m. to 8:00 p.m. (Yolanda Y. Vigil)
- 10) CONSIDERATION OF BILL NO. 2013-36: ADOPTION OF ORDINANCE NO. 2013-____; (Councilor Dominguez and Councilor Bushee)
An Ordinance Relating to the City of Santa Fe Internal Audit Department; Amending Section 2-22 SFCC 1987 to Strengthen Internal Audit Independence (Liza Kerr and Judith Amer)
- 11) CONSIDERATION OF BILL NO. 2013-37: ADOPTION OF ORDINANCE NO. 2013-____; (Councilor Ives and Councilor Bushee)
An Ordinance Relating to Chapter VI SFCC 1987, Boards, Committees and Commissions; Creating a New Article 6-5 SFCC 1987 to Establish the City of Santa Fe Audit Committee. (Liza Kerr and Judith Amer)
 - a) CONSIDERATION OF RESOLUTION NO. 2013-____. (Councilor Ives and Councilor Bushee)
A Resolution Amending Resolution 2010-83 to Repeal the Establishment of the City Audit Committee. (Liza Kerr and Judith Amer)
- 12) Action on Proposed Charter Amendments Relating to Policy Statements, Elections, Redistricting Commission and Miscellaneous Government Issues. (Zachary Shandler)
 - a) A Resolution Calling for Santa Fe Municipal Charter Amendments Recommended by the Charter Review Commission be Placed on the Ballot of a Special Election to be Held in Conjunction with the Regular Municipal Election on March 4, 2014. (Councilor Ives and Councilor Wurzbarger) (Zachary Shandler)
 - b) A Resolution Calling for Santa Fe Municipal Charter Amendment Questions Related to Water Protection and Conservation, Neighborhood Preservation, an Independent Redistricting Commission, Timely Disclosure of the Purposes of Tax Increases and Bond Measures, Campaign Contribution Limits, an Audit Committee and Children's Issues and Concerns be Placed on the Ballot of a Special Election to be Held in Conjunction with the Regular Municipal Election on March 4, 2014. (Councilor Bushee) (Zachary Shandler)
 - 1) Proposed Amendments.



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- c) A Resolution Calling for Santa Fe Municipal Charter Amendment Questions Related to the Powers and Duties of the Mayor; Removal of the City Manager and the Establishment of a Runoff Election Provision; and Authorizing that Such Amendments be Placed on the Ballot of a Special Election to be Held in Conjunction with the Regular Municipal Election on March 4, 2014. (Councilor Ives and Councilor Wurzburger) (Zachary Shandler)
- d) A Resolution Calling for Santa Fe Municipal Charter Amendment Questions Related to Amendments to the Powers and Duties of the Mayor; Amendments to the Powers and Duties of the Governing Body; Deletion of Article VIII, City Manager; Creation of a New Article VIII, Department Directors and Creation of a New Provision that Would Allow Voting, on All Matters, by Chairpersons of City Committees, Commissions, Boards and Task Forces. (Councilor Rivera) (Zachary Shandler)

13) ADJOURN

Pursuant to the Governing Body Procedural Rules, in the event any agenda items have not been addressed, the meeting should be reconvened at 7:00 p.m., the following day and shall be adjourned not later than 12:00 a.m. Agenda items, not considered prior to 11:30 p.m., shall be considered when the meeting is reconvened or tabled for a subsequent meeting.

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.

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520, five (5) days prior to meeting date.

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October 30, 2013

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
<u>AFTERNOON SESSION</u>		
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APPROVAL OF AGENDA	Approved [amended]	1
APPROVAL OF CONSENT CALENDAR	Approved [amended]	2
CONSENT AGENDA LISTING		2-5
<u>APPROVAL OF MINUTES:</u>		
SPECIAL CITY COUNCIL MEETING - SEPTEMBER 24, 2013	Approved	5
SPECIAL CITY COUNCIL MEETING - OCTOBER 3, 2013	Approved	5
REGULAR CITY COUNCIL MEETING - OCTOBER 9, 2013	Approved	5
SPECIAL CITY COUNCIL MEETING - OCTOBER 15, 2013	Approved	6
<u>PRESENTATIONS</u>		
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MUCHAS GRACIAS – BICYCLE TRAILS ADVISORY COMMITTEE, CITY STAFF AND MEMBERS OF THE SANTA FE BICYCLING COMMUNITY FOR THEIR HELP IN OBTAINING NATIONAL RECOGNITION FROM THE LEAGUE OF AMERICAN BICYCLISTS AS A “BICYCLE FRIENDLY COMMUNITY” – SILVER DESIGNATION		6-7
TIERRA CONTENTA CORPORATION (TCC) BOARD – UPDATE OF THE STATUS OF TIERRA CONTENTA MASTER PLAN		7-8
<u>CONSENT CALENDAR DISCUSSION</u>		
REQUEST FOR APPROVAL OF DISPOSAL AND RECYCLING OF UNUSABLE METAL DUMPSTERS AT ENVIRONMENTAL SERVICES DIVISION AND PROVIDE REVENUES FROM SALE OF SCRAP METAL TO KEEP SANTA FE BEAUTIFUL FOR CITY WIDE CLEANUP PROJECTS; MR. G’S SANTA FE RECYCLES	Approved	8

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
REQUEST FOR APPROVAL OF PROJECT AGREEMENT – HIRE ATTORNEY, ENGAGE OTHER LEGAL RESOURCES AND DWI FORFEITURE PROGRAM; NEW MEXICO DEPARTMENT OF TRANSPORTATION, TRAFFIC SAFETY DIVISION, HIGHWAY SAFETY PROJECT	Approved	8-9
CONSIDERATION OF RESOLUTION NO. 2013 -95. A RESOLUTION SUPPORTING INITIATION OF A NEEDS ASSESSMENT BY THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT TO IDENTIFY ALTERNATIVE SERVICE AND FINANCING OPTIONS TO BEGIN PROVISION OF SCHEDULED REGIONAL TRANSIT SERVICE TO THE SANTA FE SKI BASIN	Approved	9-10
CONSIDERATION OF RESOLUTION NO. 2013-96. A RESOLUTION RELATING TO THE HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE CITY OF SANTA FE; ENCOURAGING THE SANTA FE POLICE DEPARTMENT AND THE RESIDENTS OF OUR COMMUNITY TO COME TOGETHER IN A COLLABORATIVE EFFORT AND FOR A COMMON CAUSE – TAKE ILLEGAL DRUGS OFF THE STREETS OF SANTA FE	Approved [amended]	10-13
***** END OF CONSENT CALENDAR DISCUSSION *****		
REQUEST FOR RATIFICATION OF PROFESSIONAL SERVICES AGREEMENT FOR EMERGENCY POOL BOILER REPLACEMENTS AT GENOVEVA CHAVEZ COMMUNITY CENTER; WELCHS BOILER SERVICE, INC.	Approved	13-14
MATTERS FROM THE CITY MANAGER	None	14
<u>MATTERS FROM THE CITY ATTORNEY</u>		
APPOINTMENT OF KELLY BRENNAN AS INTERIM CITY ATTORNEY	Appointment made	14

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
CONSIDERATION OF REQUEST FOR APPROVAL OF CONFLICT WAIVER REGARDING LEGAL SERVICES AT THE CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS	Removed from agenda	14
MATTERS FROM THE CITY CLERK	None	14
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<u>EVENING SESSION</u>		
CALL TO ORDER AND ROLL CALL	Quorum	23
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<u>PUBLIC HEARINGS</u>		
<u>REQUEST FROM ALEXANDER'S INN FOR THE FOLLOWING:</u>		
PURSUANT TO §60-6B-10 NMSA 1978, A REQUEST FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES AT HACIENDA NICHOLAS BED & BREAKFAST, 320 E. MARCY STREET, WHICH IS WITHIN 300 FEET OF THE CHURCH OF THE HOLY FAITH, 311 3. PALACE AVENUE	Approved	25-26
IF THE WAIVER OF THE 300 FOOT LOCATION RESTRICTION IS GRANTED, A REQUEST FROM ALEXANDER'S INN, INC., FOR A SPECIAL BED & BREAKFAST DISPENSING LICENSE (BEER AND WINE ON-PREMISE CONSUMPTION ONLY) TO BE LOCATED AT HACIENDA NICHOLAS BED & BREAKFAST, 320 E. MARCY STREET	Approved	25-26

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
<p><u>REQUEST FROM ALEXANDER'S INN, INC., FOR THE FOLLOWING:</u> PURSUANT TO §60-6B-10 NMSA 1978, A REQUEST FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES AT THE MADELEINE INN, 106 FAITHWAY STREET, WHICH IS WITHIN 300 FEET OF THE CHURCH OF THE HOLY FAITH, 311 E. PALACE AVENUE</p>	Approved	26-27
<p>IF THE WAIVER OF THE 300 FOOT LOCATION RESTRICTION IS GRANTED, A REQUEST FROM ALEXANDER'S INN, INC., FOR A SPECIAL BED & BREAKFAST DISPENSING LICENSE (BEER AND WINE ON-PREMISE CONSUMPTION ONLY) TO BE LOCATED AT THE MADELEINE INN, 106 FAITHWAY STREET</p>	Approved	26-27
<p><u>REQUEST FROM THE SANTA FE BITE, LLC, FOR THE FOLLOWING:</u> PURSUANT TO §60-6B-10 NMSA 1978, A REQUEST FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES AT THE SANTA FE BITE, 311 OLD SANTA FE TRAIL, WHICH IS WITHIN 300 FEET OF THE SAN MIGUEL MISSION, 401 OLD SANTA FE TRAIL AND THE CHURCH OF ANTIOCH AT SANTA FE, 207 OLD SANTA FE TRAIL</p>	Approved	27-28
<p>IF THE WAIVER OF THE 300 FOOT LOCATION RESTRICTION IS GRANTED, A REQUEST FROM THE SANTA FE BITE, LLC, FOR A RESTAURANT LIQUOR LICENSE (BEER AND WINE ON-PREMISE CONSUMPTION ONLY) TO BE LOCATED AT THE SANTA FE BITE, 311 OLD SANTA FE TRAIL</p>	Approved	27-28
<p>REQUEST FROM 1754 LA POSADA, LLC, FOR A TRANSFER OF OWNERSHIP OF DISPENSER LICENSE #893, FROM EKTORNET US LA POSADA LIQUOR, LLC, TO SANTA FE RESORT & SPA, 330 E. PALACE AVENUE</p>	Approved	28-29

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
REQUEST FROM HIGHGARDEN ENTERTAINMENT, LLC, FOR A TRANSFER OF OWNERSHIP OF DISPENSER LICENSE #2626, FROM CENTRAL MARKET, LTD., D/B/A ONE UP RESTAURANT LOUNGE, 301 CENTRAL AVENUE, NW, ALBUQUERQUE, TO HIGHGARDEN ENTERTAINMENT, LLC, D/B/A JEAN COCTEAU CINEMA, 418 MONTEZUMA AVENUE, SUITE A	Approved	29
REQUEST FROM SANTA FE HARD CIDER, LLC, FOR THE ISSUANCE OF A WINEGROWERS LIQUOR LICENSE TO BE LOCATED AT SANTA FE HARD CIDER, 1730 CAMINO CARLOS REY NORTH #103	Approved	30
PURSUANT TO §60-6B-10 NMSA 1978, A REQUEST FROM ST. JOHN'S COLLEGE FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION AND APPROVAL TO ALLOW THE DISPENSING/ CONSUMPTION OF BEER AND WINE AT ST. JOHN'S COLLEGE, GREAT HALL, 1160 CAMINO CRUZ BLANCA. THE REQUEST IS FOR FOUR (4) "MUSIC ON THE HILL ELEVATED CONCERTS: TO BE HELD ON JANUARY 25, FEBRUARY 22, MARCH 15 AND MARCH 29, 2014, FROM 7:30 P.M. TO 9:30 P.M.	Approved	30-31
PURSUANT TO §60-6B-10 NMSA 1978, A REQUEST FROM GIRLS, INCORPORATED OF SANTA FE FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION AND APPROVAL TO ALLOW THE DISPENSING/ CONSUMPTION OF WINE AT THE SANTA FE UNIVERSITY OF ART AND DESIGN, SOUTHWEST ANNEX, 1600 ST. MICHAELS DRIVE. THE REQUEST IS FOR THE 2 ND ANNUAL LUNAFEST TO BE HELD ON NOVEMBER 9, 2013 FROM 5:00 P.M. TO 6:30 P.M.	Approved	31

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
PURSUANT TO §60-6B-10 NMSA 1978, REQUEST FROM ELLSWORTH GALLERY, LLC., FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION AND APPROVAL TO ALLOW THE DISPENSING/CONSUMPTION OF WINE AT ELLSWORTH GALLERY, 215 E. PALACE AVENUE, WHICH IS WITHIN 300 FEET OF THE CATHEDRAL BASILICA OF ST. FRANCIS OF ASSISI, 131 CATHEDRAL PLACE. THE REQUEST IS FOR THE "KATHRYN STEDHAM: ALLUVIUM" OPENING RECEPTION TO BE HELD ON NOVEMBER 8, 2013 FROM 5:00 P.M. TO 8:00 P.M.	Approved	31-32
CONSIDERATION OF BILL NO. 2013-36: ADOPTION OF ORDINANCE NO. 2013-34. AN ORDINANCE RELATING TO THE CITY OF SANTA FE INTERNAL AUDIT DEPARTMENT; AMENDING SECTION 2-22 SFCC 1987, TO STRENGTHEN INTERNAL AUDIT INDEPENDENCE	Approved [amended]	33-38
CONSIDERATION OF BILL NO. 2013-37: ADOPTION OF ORDINANCE NO. 2013-35. AN ORDINANCE RELATING TO CHAPTER VI SFCC 1987, BOARDS, COMMITTEES AND COMMISSIONS; CREATING A NEW ARTICLE 6-5 SFCC 1987, TO ESTABLISH THE CITY OF SANTA FE AUDIT COMMITTEE	Approved	38-39
CONSIDERATION OF RESOLUTION NO. 2013-97. A RESOLUTION AMENDING RESOLUTION 2010-83 TO REPEAL THE ESTABLISHMENT OF THE CITY AUDIT COMMITTEE	Approved	38-39
<u>ACTION ON PROPOSED CHARTER AMENDMENTS RELATING TO POLICY STATEMENTS, ELECTIONS, REDISTRICTING COMMISSION AND MISCELLANEOUS GOVERNMENT ISSUES</u>	Some Amendments approved Substitute Resolution approved	40-55
A RESOLUTION CALLING FOR SANTA FE MUNICIPAL CHARTER AMENDMENTS RECOMMENDED BY THE CHARTER REVIEW COMMISSION BE PLACED ON THE BALLOT OF A SPECIAL ELECTION TO BE HELD IN CONJUNCTION WITH THE REGULAR ELECTION ON MARCH 4, 2014	No Action	40

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
A RESOLUTION CALLING FOR SANTA FE MUNICIPAL CHARTER AMENDMENT QUESTIONS RELATED TO WATER PROTECTION AND CONSERVATION, NEIGHBORHOOD PRESERVATION, AN INDEPENDENT REDISTRICTING COMMISSION, TIMELY DISCLOSURE OF THE PURPOSES OF TAX INCREASES AND BOND MEASURES, CAMPAIGN CONTRIBUTION LIMITS, AND AUDIT COMMITTEE AND CHILDREN'S ISSUES AND CONCERNS BE PLACED ON THE BALLOT OF THE MARCH 4, 2014 REGULAR MUNICIPAL ELECTION	No action	40
PROPOSED AMENDMENTS	No action	40
 A RESOLUTION CALLING FOR SANTA FE MUNICIPAL CHARTER AMENDMENTS RELATED TO THE POWERS AND DUTIES OF THE MAYOR; REMOVAL OF THE CITY MANAGER AND THE ESTABLISHMENT OF A RUNOFF ELECTION PROVISION; AND AUTHORIZING THAT SUCH AMENDMENTS BE PLACED ON THE BALLOT OF A SPECIAL ELECTION TO BE HELD IN CONJUNCTION WITH THE REGULAR MUNICIPAL ELECTION ON MARCH 4, 2014	 No action	 40
 A RESOLUTION CALLING FOR SANTA FE MUNICIPAL CHARTER AMENDMENT QUESTIONS RELATED TO AMENDMENTS TO THE POWERS AND DUTIES OF THE MAYOR, AMENDMENTS TO THE POWERS AND DUTIES OF THE GOVERNING BODY; DELETION OF ARTICLE VIII; CITY MANAGER; CREATION OF A NEW ARTICLE VIII, DEPARTMENT DIRECTORS AND CREATION OF A NEW PROVISION THAT WOULD ALLOW VOTING ON ALL MATTERS BY CHAIRPERSONS OF CITY COMMITTEES, COMMISSIONS, BOARDS AND TASK FORCES	 No action	 40-41
ADJOURN		55

**MINUTES OF THE
REGULAR MEETING OF THE
GOVERNING BODY
Santa Fe, New Mexico
October 30, 2013**

AFTERNOON SESSION

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor David Coss, on Wednesday, October 30, 2013, at approximately 5:00 p.m., in the City Hall Council Chambers. Following the Pledge of Allegiance, Salute to the New Mexico flag, and the Invocation, roll call indicated the presence of a quorum, as follows:

Members Present

Mayor David Coss
Councilor Patti J. Bushee
Councilor Christopher Calvert
Councilor Bill Dimas
Councilor Carmichael A. Dominguez
Councilor Peter N. Ives
Councilor Christopher M. Rivera
Councilor Ronald S. Trujillo

Members Excused

Councilor Rebecca Wurzbarger, Mayor Pro-Tem

Others Attending

Brian K. Snyder, City Manager
Geno Zamora, City Attorney
Yolanda Y. Vigil, City Clerk
Melessia Helberg, Council Stenographer

6. APPROVAL OF AGENDA

Mr. Snyder requested to hear Item 9(b) before Item 9(a), and asked to remove Item 13(b).

MOTION: Councilor Calvert moved, seconded by Councilor Ives, to approve the agenda as amended.

VOTE: The motion was approved on a voice vote with Councilors Bushee, Calvert, Dimas, Dominguez, Ives, Rivera and Trujillo voting in favor of the motion and none against.

7. APPROVAL OF CONSENT CALENDAR

Councilor Bushee asked to be added as a cosponsor to Item 10(q)

MOTION: Councilor Calvert moved, seconded by Councilor Ives, to approve the following Consent Calendar, as amended.

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

For: Councilor Bushee, Councilor Calvert, Councilor Dimas, Councilor Dominguez, Councilor Ives, Councilor Rivera and Councilor Trujillo.

Against: None.

A copy of an Action Sheet from the Public Works/CIP and Land Use Committee meeting of Monday, October 28, 2013, regarding Item 10(a) is incorporated herewith to these minutes as Exhibit "1."

A copy of an Action Sheet from the Public Works/CIP and Land Use Committee meeting of Monday, October 28, 2013, regarding Item 10(b) is incorporated herewith to these minutes as Exhibit "2."

A copy of a Substitute Resolution regarding Item 10(s) is incorporated herewith to these minutes as Exhibit "3."

- a) **BID NO. 14/10/B – ON CALL ROADWAY & TRAILS CONSTRUCTION SERVICES AND CONSTRUCTION AGREEMENTS. (JAMES MARTINEZ)**
 - 1) **H.O. CONSTRUCTION, INC.**
 - 2) **TLC PLUMBING & UTILITY**
 - 3) **GM EMULSION, LLC**

- b) **BID NO. 14/11/B – SANTA FE RAIL TRAIL RETAINING WALL & SLOPE STABILIZATION PROJECT; H.O. CONSTRUCTION, INC. (JAMES MARTINEZ)**

- c) **BID NO. 14/13/B – TAXIWAY F EXTENSION FOR MUNICIPAL AIRPORT AND CONTRACT; ALBUQUERQUE ASPHALT, INC. (FRANCEY JESSON)**
 - 1) **REQUEST FOR APPROVAL OF GRANT AGREEMENT – TAXIWAY F EXTENSION CONSTRUCTION; DEPARTMENT OF TRANSPORTATION AVIATION DIVISION GRANT. (FRANCEY JESSON)**

- d) **REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT – BASE COURSE MATERIAL; EMCO OF SANTA FE, LLC. (DAVID CATANACH)**

- e) REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT – PAVEMENT RESURFACING SERVICES FOR WALKING TRAILS ALONG ARROYO CHAMISA TRAIL; EMCO OF SANTA FE LLC. (DAVID CATANACH)
- f) REQUEST FOR APPROVAL OF SALE OF REAL ESTATE – APPROXIMATELY 3,166 SQUARE FEET WITHIN LOT 3, SECTION 1, TOWNSHIP 16 NORTH, RANGE 8 EAST, NMPM, ADJOINING 3020 SOUTH MEADOWS ROAD; CAROL ORTEGA. (EDWARD VIGIL)
- g) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – IMPACT FEES UPDATE IN ACCORDANCE WITH NEW MEXICO DEVELOPMENT FEES ACT (RFP #14/06/P); DUNCAN ASSOCIATES. (REED LIMING)
 - 1) REQUEST FOR APPROVAL OF BUDGET TRANSFER – LONG RANGE PLANNING FUND.
- h) REQUEST FOR APPROVAL OF AMENDED MORTGAGE DOCUMENT AND AMENDED AND RESTATED PROMISSORY NOTE – SECURE REMAINING ACREAGE OWNED BY TIERRA CONTENTA CORPORATION; TIERRA CONTENTA CORPORATION. (ALEXANDRA LADD)
- i) REQUEST FOR APPROVAL OF PROCUREMENT – SERVICE, REPAIRS AND EQUIPMENT FOR WASTEWATER MANAGEMENT DIVISION; JAMES, COOKE AND HOBSON (JCH). (LUIS OROZCO)
- j) *[Removed for discussion by Councilor Rivera]*
- k) REQUEST FOR APPROVAL OF GRANT APPLICATION AND AWARD – HEALTH EQUIPMENT AND SERVICES; U.S. DEPARTMENT OF HOMELAND SECURITY. (SHEILA BEULER)
 - 1) REQUEST FOR APPROVAL OF PROCUREMENT UNDER FEDERAL PRICE AGREEMENT – HEALTH RELATED EQUIPMENT AND SERVICES FOR FIRE DEPARTMENT; FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA); BIOSPACE, INC. AND PARVOMEDICS.
 - 2) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – MAXV02 ADVANCED CARDIORESPIRATORY TESTING PROJECT FOR FIRE DEPARTMENT; SIERRA PULMONARY AND SLEEP INSTITUTE.
 - a) REQUEST FOR APPROVAL OF BUDGET INCREASE – GRANT FUND.
- l) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – FISCAL AGENT SERVICES FOR CITY OF SANTA FE (RFP #13/25/P); WELLS FARGO BANK, N.A. (HELENE HAUSMAN)
- m) *[Removed for discussion by Councilor Trujillo]*

- n) REQUEST FOR APPROVAL OF GRANT AWARD AND BUDGET INCREASE – STATE FIRE EXPENDITURE FUND FOR FIRE DEPARTMENT; STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION. (JAN SNYDER)
- o) CONSIDERATION OF RESOLUTION NO. 2013-92 (COUNCILOR DOMINGUEZ, COUNCILOR BUSHEE, COUNCILOR DIMAS AND COUNCILOR RIVERA). A RESOLUTION SUPPORTING THE SANTA FE PUBLIC SCHOOL TRANSITIONAL EDUCATION PROGRAM (“TEP”); AUTHORIZING THE REALLOCATION OF DESIGNATED FUNDING IN THE AMOUNT OF \$23,000 FROM CHILDREN AND YOUTH PROVIDERS THAT HAVE DISSOLVED THEIR PROGRAMS TO THE TEP PROGRAM TO PAY FOR SPACE RENTAL AND COORDINATION OF WRAP AROUND SERVICES FOR THE MONTHS OF JANUARY TO MAY 2014, DURING THE IMPLEMENTATION OF THE TEP PILOT PROGRAM. (CHRIS SANCHEZ)
- p) *[Removed for discussion by Councilor Rivera]*
- q) CONSIDERATION OF RESOLUTION NO. 2013-93 (COUNCILOR WURZBURGER, COUNCILOR IVES, COUNCILOR CALVERT AND COUNCILOR DOMINGUEZ AND COUNCILOR BUSHEE). A RESOLUTION RELATING TO THE DEVELOPMENT OF A VETERANS ART THERAPY PROGRAM IN SANTA FE; DIRECTING STAFF TO CONVENE A MEETING OF THE DEPARTMENT OF VETERANS SERVICES, VETERANS AFFAIRS, HEALTH AND HUMAN SERVICES AGENCIES, SERVICE PROVIDERS, ART THERAPY ORGANIZATIONS, NONPROFIT ORGANIZATIONS, FUNDERS AND RELEVANT AGENCIES AND ORGANIZATIONS TO DISCUSS THE ESTABLISHMENT OF A VETERANS ART THERAPY PROGRAM IN SANTA FE. (TERRIE RODRIGUEZ)
- r) REQUEST TO PUBLISH NOTICE OF PUBLIC HEARING ON DECEMBER 11, 2013:
 - 1) BILL NO. 2013-39: AN ORDINANCE CREATING A NEW SECTION 19-2 SFCC 1987, TO ESTABLISH A FRAUD, WASTE AND ABUSE HOTLINE FOR CITY EMPLOYEES TO REPORT ALLEGED FRAUD, WASTE AND ABUSE BEING COMMITTED BY EMPLOYEES AND OFFICERS OF THE CITY (COUNCILOR RIVERA, COUNCILOR DIMAS AND COUNCILOR BUSHEE). (LIZA KERR AND JUDITH AMER)
 - a) A RESOLUTION AUTHORIZING STAFF TO BUDGET AND ACQUIRE AN INDEPENDENT CONTRACTOR TO DESIGN, IMPLEMENT AND ADMINISTER A FRAUD, WASTE AND ABUSE HOTLINE FOR CITY EMPLOYEES TO REPORT ALLEGED FRAUD, WASTE AND ABUSE BEING COMMITTED BY EMPLOYEES AND/OR OFFICERS OF THE CITY (COUNCILOR RIVERA, COUNCILOR DIMAS AND COUNCILOR BUSHEE). (LISA KERR AND JUDITH AMER)

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 47 PASEO DE MARTINEZ
 SANTA FE, NM 87507
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 http://www.gmemulsion.com



ESTIMATE

ADDRESS
 Michelle Martinez
 City Of Santa Fe

ESTIMATE # GE2177
 DATE 05/13/2015
 EXPIRATION DATE 06/13/2015

ACTIVITY	QTY	UNIT PRICE	AMOUNT
SANTA FE FIRE DEPARTMENT PARKING LOT MAINTANCE ON CALL ROADWAY AND TRAILS CONST RFB # 14/10/B OPTION CONCRETE FRONT ENTRANCE IN FRONT OF GARAGE BAY DOORS AND ACROSS VALLEY GUTTER. ASPHALT THE REST OF PARKING AREA EXCEPT EMPLOYEE PARKING		0.00	0.00
Services 601110 REMOVAL OF SURFACING PER SY/IN	2,865	1.50	4,297.50
955 sy @ 3"			
Services 207020 SUB GRADE PREP PER SY	955	1.50	1,432.50
955 sy			
Services 601130 REMOVAL OF SIDEWALK PER SY (VALLEY GUTTER REMOVAL)	120	9.00	1,080.00
Services DUMP FEES FOR CONCRETE PER TON	50	40.00	2,000.00
Services 609600 CONCRETE VALLEY GUTTER @ 6" DEPTH PER SY NO STEEL 270' X 4' 120 SY	120	40.00	4,800.00

ACTIVITY	QTY	UNIT PRICE	AMOUNT
Services 515000 REINFORCED CONCRETE FOR MINOR STRUCTURES PER CY front of garage bays with swell to drain water 168 sy @b 29 cy	29	600.00	17,400.00
Services 423283 SP 4 COMPLETE PER SY/IN 787 sy @ 3"	2,361	7.50	17,707.50
Services 704000 RETROREFLECTORIZED PAINTED MARKING 4" PER LF	342	0.50	171.00
Services 901012 TESTING ALLOWANCE	1	1,500.00	1,500.00

Make all checks payable to GM Emulsion. If you have any questions regarding this Invoice or Estimate please contact the number above. Late fees are applied after 30 days at 1.5% per month.

SUBTOTAL	50,388.50
TAX (8.1875%)	4,125.56
TOTAL	\$54,514.06

Accepted By

Accepted Date