



# Agenda

REGULAR MEETING OF  
THE GOVERNING BODY  
JANUARY 14, 2015  
CITY COUNCIL CHAMBERS

## AFTERNOON SESSION – 5:00 P.M.

CITY CLERK'S OFFICE

DATE 1/9/15 TIME 4:10 PM

BY \_\_\_\_\_

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: Reg. City Council Meeting – December 10, 2014  
Special City Council Meeting – December 15, 2014
9. PRESENTATIONS
  - a) Introduction of Law Enforcement Academy Graduates and Hired Laterals.  
(Chief Eric Garcia) (5 Minutes)
  - b) Muchas Gracias -- Santa Fe Conservation Trust, Volunteers and the City's  
Parks and Engineering Staff for the Camino de Cruz Blanca Trail.  
(Councilor Maestas) (5 Minutes)
10. CONSENT CALENDAR
  - a) CONSIDERATION OF RESOLUTION NO. 2015-\_\_\_\_\_. (Mayor Gonzales)  
A Resolution Repealing Resolution No. 2014-1 Relating to the Open  
Meetings Act; Adopting the State of New Mexico Open Meetings Act by  
Reference; and Adopting Notice Requirements.
  - b) Bid No. 15/08/B – Barricading and Traffic Control Services City-Wide;  
Southwest Safety Services, Inc. (Isaac Pino)
  - c) Request for Approval of Professional Services Agreement – Engineering  
Design Services for Paseo Del Sol (West) Spine Infrastructure Extension;  
Tierra Contenta Corporation. (Alexandra Ladd)



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- d) Request for Approval of Grant Application and Agreement – Airline Equipment Procurement for Santa Fe Municipal Airport; New Mexico Department of Transportation, Aviation Division. (Jon Bulthuis)
- e) Request for Approval of Grant Application and Agreement – Airport Terminal Expansion Project at Santa Fe Municipal Airport; New Mexico Department of Transportation, Aviation Division. (Jon Bulthuis)
- f) Request for Approval of Amendment No. 1 to Professional Services Agreement – Advertisement Program for Santa Fe Public Transit System; Templeton Marketing Services. (Jon Bulthuis)
- g) Request for Approval of Professional Services Agreement – Conduct Personnel Investigations for City of Santa Fe Human Resources Division (RFP #15/11/P); Universal Investigation Services. (Sandra Perez)
- h) Request for Approval of Procurement Under State Price Agreement – City-Wide Equipment and Services for ITT Communications Division; Advanced Network Management, Inc. (Renee Martinez)
- i) Request for Approval of Exempt Procurement and Amendment No. 2 to Agreement – Hosting and Development Services for City's GIS Internet Mapping System (IMS); Latitude Geographics Group, Ltd. (Renee Martinez)
- j) Request for Approval of Budget Adjustment to Cover Costs for Water Division Solar Project and Water Line Relocation Project for CRWTP Improvements from CIP Fund. (Nick Schiavo)
- k) Request for Approval of Exempt Procurement and Agreement – Software Maintenance and Services for Fire Department; Zoll Data Systems, Inc. (Jan Snyder)
- l) Request for Approval of Quantification and Allocation of Water Credits Within the City of Santa Fe's Water Bank, Pursuant to Section 25-9.5(H) & Section 25-9.6(D) SFCC 1987. (Alan Hook)
- m) Request for Approval of Exempt Procurement and Professional Services Agreements – Software Hosting, Maintenance, Support and Integration for Water Conservation and Water Resources; ConserveTrack, LLC. (Alan Hook)



# Agenda

REGULAR MEETING OF  
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CITY COUNCIL CHAMBERS

- n) Request for Approval of Procurement Under State Price Agreement and Professional Services Agreement – HVAC Maintenance and Repair Services for Santa Fe Civic Center; Yearout Service, LLC. (Randy Randall)
- o) Request for Approval of Budget Increase from New Mexico Veteran's Services for Use of Funds for Veteran Programs. (Terrie Rodriguez)
- p) Request to Publish Notice of Public Hearing for February 11, 2015:  
  
Bill No. 2015-1: An Ordinance Relating to the City of Santa Fe Animal Services Ordinance, Chapter 5 SFCC 1987; Amending Section 5-8 to Establish That it is Unlawful to Trap Animals on City Property and to Establish That it is Unlawful to Use Certain Types of Trapping Devices Within the Municipal Boundaries of the City of Santa Fe. (Councilor Lindell and Councilor Bushee) (Johnny Martinez)
- q) CONSIDERATION OF RESOLUTION NO. 2015-\_\_\_\_. (Mayor Gonzales, Councilor Rivera, Councilor Ives, Councilor Dimas, Councilor Bushee and Councilor Lindell)  
A Resolution Directing the City of Santa Fe Fire Department to Explore the Options for Establishing a Comprehensive Plan for a Long-Term Community Protection Initiative ("CPI") and Report Back to the Governing Body its Findings and Recommendations, Including the Fiscal Impact for Establishing and Maintaining Such a Program. (Andres Mercado)
- r) CONSIDERATION OF RESOLUTION NO. 2015-\_\_\_\_. (Councilor Lindell)  
A Resolution Authorizing and Supporting the Submittal of the City's Project Application to the Santa Fe Metropolitan Planning Organization for Funding Under the Fiscal Year 2016/2017 NMDOT Administered Funds from the Transportation Alternatives Program and Recreational Trails Program. (Leroy Pacheco)
- s) CONSIDERATION OF RESOLUTION NO. 2015-\_\_\_\_. (Councilor Dominguez and Councilor Bushee)  
A Resolution Authorizing an Extension of Time for Presentation of the Special Audit of the 2008 Parks, Trails and Open Space Bond to March 31, 2015. (Liza Kerr)



Agenda

REGULAR MEETING OF  
THE GOVERNING BODY  
JANUARY 14, 2015  
CITY COUNCIL CHAMBERS

- t) CONSIDERATION OF RESOLUTION NO. 2015-\_\_\_\_. (Mayor Gonzales, Councilor Ives and Councilor Bushee)  
A Resolution Declaring the Governing Body's Continued Support for the New Mexico School for The Arts and Their Efforts to Establish a Permanent Location for Their Campus Within the City of Santa Fe. (Matthew O'Reilly)
- u) Request for Approval of the Water Conservation and Drought Management Plan 2015. (Alan Hook)
- 11. Bid No. 15/05/B – Security Services at Santa Fe Municipal Airport; AAA Security. (Jon Bulthuis) (Postponed at October 29, 2014 City Council Meeting)
  - a) Request for Approval to Increase Commercial Aircraft Landing Fees.
  - b) Request for Approval of Budget Increase – Airport Fund.
- 12. Update on Fleet Replacement Policy. (Mario Salbidrez, Deputy Police Chief)
- 13. Findings Regarding Resolution #2014-51 – Feasibility for Offering a Reduced Rate for Use of the Santa Fe Community Convention Center by Local Santa Fe Residents. (Randy Randall)
- 14. CONSIDERATION OF RESOLUTION NO. 2015-\_\_\_\_. (Councilor Maestas, Councilor Rivera and Councilor Ives)  
A Resolution Directing the City Manager to Coordinate a Joint City Council/County Commission Meeting to Discuss and Determine if and How the City and County May Pursue a Jointly Owned Electric Utility; Directing Staff to Review the Legal and Technical Options Related to the December 2012 Final Report of a Preliminary Economic Feasibility Assessment of a Publicly-Owned Electric Utility for the City Of Santa Fe and Santa Fe County and Report Back to the Governing Body on Staff's Findings Related to the Preliminary Assessment and Other Resources, Reports, Studies and Documents, as Deemed Necessary. (John Alejandro)
- 15. MATTERS FROM THE CITY MANAGER
- 16. MATTERS FROM THE CITY ATTORNEY
- 17. MATTERS FROM THE CITY CLERK
- 18. COMMUNICATIONS FROM THE GOVERNING BODY



# Agenda

REGULAR MEETING OF  
THE GOVERNING BODY  
JANUARY 14, 2015  
CITY COUNCIL CHAMBERS

## EVENING SESSION – 7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. SALUTE TO THE NEW MEXICO FLAG
- D. INVOCATION
- E. ROLL CALL
- F. PETITIONS FROM THE FLOOR
- G. APPOINTMENTS
  - Human Services Committee
  - Santa Fe Regional Juvenile Justice Board
  - Bicycle and Trails Advisory Committee
  - Mayor's Youth Advisory Board
  - Parks and Open Space Advisory Commission
  - Mayor's Committee on Disability
- H. PUBLIC HEARINGS:
  - 1) Request from Jambo Cafe, LLC, for a Restaurant Liquor License (Beer and Wine with On-Premise Consumption Only – Indoor Only) to be Located at Jambo Cafe, 2010 Cerrillos Road, Suite #13. (Yolanda Y. Vigil)
  - 2) Request from Santa Fe Fire Water, LLC for a Transfer of Ownership of Inter-Local Dispenser License #2773 (With On-Premise Consumption Only) from Abiquiu Saint-Flour, Inc. to Santa Fe Fire Water, LLC. This License will Remain at The Locker Room, 2831 Cerrillos Road. (Yolanda Y. Vigil)
  - 3) CONSIDERATION OF BILL NO. 2014-36: ADOPTION OF ORDINANCE NO. 2015-\_\_\_\_. (Councilor Lindell, Councilor Dominguez, Mayor Gonzales and Councilor Ives)  
An Ordinance Relating to the Plaza Pushcart Vendor Ordinance; Amending Subsection 23-5.5 SFCC 1987 to Change the Number of Licenses Issued and the Term of Each License and Making Such Other Changes as Are Necessary to Clarify the Ordinance. (Sevastian Gurule)



# Agenda

REGULAR MEETING OF  
THE GOVERNING BODY  
JANUARY 14, 2015  
CITY COUNCIL CHAMBERS

- a) CONSIDERATION OF RESOLUTION NO. 2015-\_\_\_\_. (Councilor Lindell, Councilor Dominguez, Mayor Gonzales and Councilor Ives)  
A Resolution Amending Resolution No. 2002-79 to Change the Annual License Fees for Plaza Pushcart Vendors. (Sebastian Gurule)

## I. 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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**ITEM****ACTION****PAGE #****PUBLIC HEARINGS**

REQUEST FROM JAMBO CAFÉ, LLC, FOR A RESTAURANT LIQUOR LICENSE (BEER AND WINE ON-PREMISE CONSUMPTION ONLY – INDOOR ONLY) TO BE LOCATED AT JAMBO CAFÉ, 2010 CERRILLOS ROAD, SUITE #13, SUITE 100

Approved w/conditions

41

REQUEST FROM SANTA FE FIRE WATER, LLC, FOR A TRANSFER OF OWNERSHIP OF INTER-LOCAL DISPENSER LICENSE #2773 (WITH ON-PREMISE CONSUMPTION ONLY) FROM ABIQUIU SAINT-FLOUR, INC., TO SANTA FE FIRE WATER, LLC. THIS LICENSE WILL REMAIN AT THE LOCKER ROOM, 2831 CERRILLOS ROAD

Approved w/conditions

42

CONSIDERATION OF BILL NO. 2014-36: ADOPTION OF ORDINANCE NO. 2015-1 . AN ORDINANCE RELATING TO THE PLAZA PUSHCART VENDOR ORDINANCE; AMENDING SUBSECTION 23-5.5 SFCC 1987, TO CHANGE THE NUMBER OF LICENSES ISSUED AND THE TERM OF EACH LICENSE AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY TO CLARIFY THE ORDINANCE

Approved

43-59

CONSIDERATION OF RESOLUTION NO. 2015-5 A RESOLUTION AMENDING RESOLUTION NO. 2002-79 TO CHANGE THE ANNUAL LICENSE FEES FOR PLAZA PUSHCART VENDORS

Approved

43-59

ADJOURN

59

**MINUTES OF THE  
REGULAR MEETING OF THE  
GOVERNING BODY  
Santa Fe, New Mexico  
January 14, 2015**

**AFTERNOON SESSION**

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Javier M. Gonzales, on Wednesday, January 14, 2015, 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 Javier M. Gonzales  
Councilor Peter N. Ives, Mayor Pro-Tem  
Councilor Patti J. Bushee  
Councilor Carmichael A. Dominguez  
Councilor Signe I. Lindell  
Councilor Joseph M. Maestas  
Councilor Christopher M. Rivera  
Councilor Ronald S. Trujillo

**Members Excused**

Councilor Bill Dimas

**Others Attending**

Brian K. Snyder, City Manager  
Kelley A. Brennan, City Attorney  
Yolanda Y. Vigil, City Clerk  
Melessia Helberg, Council Stenographer

**6. APPROVAL OF AGENDA**

A proposed Amendment to the City/County Power Resolution in Item #14, submitted by Councilor Maestas, is incorporated herewith to these minutes as Exhibit "1."

Mr. Snyder said Item 10(r) is postponed to the Council meeting of January 28, 2015.

**MOTION:** Councilor Rivera moved, seconded by Councilor Trujillo, to approve the agenda, as amended.

**FRIENDLY AMENDMENT:** Councilor Dominguez would like to remand Item #14 back to the Finance Committee, because the caption has changed and "I believe that the bill has changed significantly, and the Finance Committee has not had an opportunity to review it and consider any potential fiscal impacts to it, and also because it hasn't been considered at Public Utilities the way it has been advertised. **THE AMENDMENT WAS NOT FRIENDLY TO THE MAKER.**

**MOTION:** Councilor Dominguez moved to postpone Item #14 to the Council meeting of January 28, 2015, and to remand it back to the Finance Committee.

**DISCUSSION PRIOR TO SECOND.** Mayor Gonzales asked if this is a tabling or postponement, because for people who want to weigh in on a tabling there is no discussion, and asked if a postponement is the same.

Ms. Brennan said, "I think that a postponement, you can discuss the motion and it would be, I assume, to align with the Finance Committee to hear it, act and come back to the Council."

Councilor Dominguez said basically it gets postponed and sent back to Finance Committee to be heard in its new form with the changes and then back to the Council.

Responding to Councilor Trujillo, Councilor Dominguez said, "Basically that we hear what is brand new in the bill at Finance, since we haven't heard it.

**SECOND:** Councilor Trujillo seconded the motion.

*Councilor Bushee arrived at the meeting*

**DISCUSSION:** Councilor Maestas said, "I just want a clarification of the procedure, the rules of procedure, because when I had staff implement some amendments based on discussions in Committee, I was told that it could continue on to Council. So who decides that it is a material change. Can anyone maybe clarify the rules of procedure. If a piece of legislation goes through this committee track and it's changed, what is the threshold for sending it back."

Ms. Brennan said, "It can advance to Council which it has done tonight, but a motion can be made to send it back for a hearing before Finance Committee, and that would be sufficient upon a vote of this body. I will say that the next Finance Committee meeting appears to be the 20<sup>th</sup>, and the 28<sup>th</sup> is the next Council meeting, so it will conceivably come back at the next Council meeting."

Councilor Maestas said, "Just, before I yield the floor, I think the nature of the changes are completely consistent with the discussions that we've had in the Committees. I don't think there is anything really materially different, certainly not anything that represents a significant change in the fiscal impact, so I can't support it."

Councilor Ives said, "Just because I'm unclear what the changes are that have been made, or which ones..."

Councilor Dominguez said, "Quite frankly, the caption itself has been changed, so the public has not had an opportunity to hear the bill in its current caption."

Councilor Ives said, "Unfortunately, I don't have those prior captions in front of me. I'm just wondering what those changes were that are causing the concern."

Councilor Dominguez said Ms. Byers might have that.

Councilor Maestas said he thinks the original is in the packet.

Ms. Byers said, "There is an amendment sheet on your desk [Exhibit "1 "] that reflects the amendments that were made to the Resolution. What changed was the caption as well, the result of the revisions. So the resolved provision reflects what the caption is now on the agenda, which is consistent with what the action was at Finance, which was, 'Have the City Manager arrange a meeting with the County to see if there is interest in pursuing a public utility jointly with the County. And then for staff to review the next steps in the Report and for staff to report back to the Governing Body within sixty days on their findings.' So, those are the proposed changes. There is a Substitute Resolution in the packet that shows what the changes are."

Councilor Ives said, "I guess I'm troubled. Do they think the changes were made to accommodate requests that were made at those Committee hearings, and I guess I'm inclined to agree with Councilor Maestas that those changes are functionally contained within the original as well as then being modified, based upon input from doing public meetings. So, I'm personally not convinced that there is enough of a change to necessarily dictate that. I don't think, personally, there is lack of clarity for the public on those issues."

**CLARIFICATION ON PRIORITY OF MOTIONS CURRENTLY BEFORE THE COUNCIL:** Councilor Rivera said, "We did have a motion and second to approve the Agenda, as amended, with the postponement of 10(r). Are we still taking that vote first."

Mayor Gonzales said, "The vote that will happen now is on Councilor Dominguez's motion to postpone, and to direct this Resolution to Finance to be considered, and then brought back at the next City Council meeting, which hopefully, should be the 28<sup>th</sup> if it is the next."

Councilor Dominguez said, "As the maker of the motion, Mayor, I certainly appreciate the comments made by both Councilor Maestas and Councilor Ives. I definitely understand his sense of urgency, if you will, or this need to keep the pedal to the metal. However, I think that we owe it to public, because there is not even stakeholder provisions in this Resolution, and so I think that that's something that could be discussed, that should be discussed at Finance. I have no problem even doing a public hearing at Finance. And, the fact is, that the caption is changed, the public has been looking at one caption, even though there may not

be, according to some people, some significant changes in the content of the bill. Nonetheless, the public is not looking at the same caption, and so I think, with all due respect to transparency, we need to continue giving the public the opportunity to follow these two bills."

Councilor Dominguez continued, "And then the other thing too, I guess the last thing, is that it has changed, because I appreciate the fact that you've tried to incorporate everything we had.... the discussion we had at Finance, in this bill. But the bill doesn't allow it to go back to Finance, it comes straight to Council. And so, we're skipping a step there even, once staff comes up with their findings. That's really my rationale Mayor, thank you."

Councilor Trujillo said, "Can I get clarification then. If Councilor Maestas is directing in this Ordinance [Resolution] for Brian to talk to the County Manager, when should I receive an email to say that we're going to have a meeting between the County and the City. I thought that was the whole reason we were setting up this meeting."

Mr. Snyder said, "No. That's not the reason we're setting up the meeting. We had discussed at the last Joint City/County meeting that we would have meetings on a quarterly basis, so I started trying to get that accomplished – a meeting in January."

Mayor Gonzales said the agenda for that meeting is still being developed, so this could be part of it.

**VOTE ON THE MOTION TO AMEND:** The motion to amend was approved on the following roll call vote:

**For:** Councilor Bushee, Councilor Dominguez, Councilor Lindell, Councilor Trujillo and Mayor Gonzales.

**Against:** Councilor Ives, Councilor Maestas and Councilor Rivera.

**VOTE ON AGENDA, AS AMENDED.** The motion to approve the agenda, as amended, was approved unanimously on a voice vote with Mayor Gonzales, Councilors Bushee, Dominguez, Ives, Lindell, Maestas, Rivera and Trujillo voting in favor of the motion and none against.

## **7. APPROVAL OF CONSENT CALENDAR**

**MOTION:** Councilor Trujillo moved, seconded by Councilor Rivera, to approve the following Consent Calendar, as amended.

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

**For:** Mayor Gonzales, Councilor Bushee, Councilor Dominguez, Councilor Ives, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

**Against:** None.

## 10. CONSENT CALENDAR

A copy of an Action Sheet Item from the Public Works/CIP and Land Use Committee meeting of Monday, January 12, 2015, with regard to Item 10(b), is incorporated herewith to these minutes as Exhibit "2."

- a) *[Removed for discussion by Councilor Lindell]*
- b) **BID NO. 15/08/B – BARRICADING AND TRAFFIC CONTROL SERVICES CITY-WIDE; SOUTHWEST SAFETY SERVICES, INC. (ISAAC PINO)**
- c) **REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – ENGINEERING DESIGN SERVICES FOR PASEO DEL SOL (WEST) SPINE INFRASTRUCTURE EXTENSION; TIERRA CONTENTA CORPORATION. (ALEXANDRA LADD)**
- d) *[Removed for discussion by Councilor Trujillo]*
- e) *[Removed for discussion by Councilor Trujillo]*
- f) **REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – ADVERTISEMENT PROGRAM FOR SANTA FE PUBLIC TRANSIT SYSTEM; TEMPLETON MARKETING SERVICES. (JON BULTHUIS)**
- g) **REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – CONDUCT PERSONNEL INVESTIGATIONS FOR CITY OF SANTA FE HUMAN RESOURCES DIVISION (RFP #15/11/P); UNIVERSAL INVESTIGATION SERVICES. (SANDRA PEREZ)**
- h) **REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT – CITY-WIDE EQUIPMENT AND SERVICES FOR ITT COMMUNICATIONS DIVISION; ADVANCED NETWORK MANAGEMENT, INC. (RENEE MARTINEZ)**
- i) **REQUEST FOR APPROVAL OF EXEMPT PROCUREMENT AND AMENDMENT NO 2 TO AGREEMENT – HOSTING AND DEVELOPMENT SERVICES FOR CITY'S GIS INTERNET MAPPING SYSTEM (IMS); LATITUDE GEOGRAPHICS GROUP, LTD. (RENEE MARTINEZ).**
- j) **REQUEST FOR APPROVAL OF BUDGET ADJUSTMENTS TO COVER COSTS FOR WATER DIVISION SOLAR PROJECT AND WATER LINE RELOCATION PROJECT FOR CRWTP IMPROVEMENTS FROM CIP FUND. (NICK SCHIAVO)**

- k) REQUEST FOR APPROVAL OF EXEMPT PROCUREMENT AND AGREEMENT – SOFTWARE MAINTENANCE AND SERVICES FOR FIRE DEPARTMENT; ZOLL DATA SYSTEMS, INC. (JAN SNYDER)
- l) REQUEST FOR APPROVAL OF QUALIFICATION AND ALLOCATION OF WATER CREDITS WITHIN THE CITY OF SANTA FE'S WATER BANK, PURSUANT TO SECTION 25-9.5(H) & SECTION 25-9.6(D) SFCC 1987. (ALAN HOOK)
- m) REQUEST FOR APPROVAL OF EXEMPT PROCUREMENT AND PROFESSIONAL SERVICES AGREEMENTS – SOFTWARE HOSTING, MAINTENANCE, SUPPORT AND INTEGRATION FOR WATER CONSERVATION AND WATER RESOURCES; CONSERVETRACK, LLC. (ALAN HOOK)
- n) REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT AND PROFESSIONAL SERVICES AGREEMENT – HVAC MAINTENANCE AND REPAIR SERVICES FOR SANTA FE CIVIC CENTER; YEAROUT SERVICES, LLC. (RANDY RANDALL)
- o) CONSIDERATION OF BUDGET INCREASE FROM NEW MEXICO VETERAN'S SERVICES FOR USE OF FUNDS FOR VETERAN PROGRAMS. (TERRIE RODRIGUEZ)
- p) *[Removed for discussion by Councilor Trujillo]*
- q) CONSIDERATION OF RESOLUTION NO. 2015-1 (MAYOR GONZALES, COUNCILOR RIVERA, COUNCILOR IVES, COUNCILOR DIMAS, COUNCILOR BUSHEE, AND COUNCILOR LINDELL AND COUNCILOR TRUJILLO) A RESOLUTION DIRECTING THE CITY OF SANTA FE FIRE DEPARTMENT TO EXPLORE THE OPTIONS FOR ESTABLISHING A COMPREHENSIVE PLAN FOR A LONG-TERM COMMUNITY PROTECTION INITIATIVE ("CPI") AND REPORT BACK TO THE GOVERNING BODY ITS FINDINGS AND RECOMMENDATIONS, INCLUDING THE FISCAL IMPACT FOR ESTABLISHING AND MAINTAINING SUCH A PROGRAM. (ANDRES MERCADO)
- r) CONSIDERATION OF RESOLUTION NO. 2015- \_\_\_\_ (COUNCILOR LINDELL). A RESOLUTION AUTHORIZING AND SUPPORTING THE SUBMITTAL OF THE CITY'S PROJECT APPLICATION TO THE SANTA FE METROPOLITAN PLANNING ORGANIZATION FOR FUNDING UNDER THE FISCAL YEAR 2016/2017 NMDOT ADMINISTERED FUNDS FROM THE TRANSPORTATION ALTERNATIVES PROGRAM AND RECREATIONAL TRAILS PROGRAM. (LEROY PACHECO) This item is postponed to the Council meeting of January 28, 2014.



- s) **CONSIDERATION OF RESOLUTION NO. 2015-2 (COUNCILOR DOMINGUEZ AND COUNCILOR BUSHEE). A RESOLUTION AUTHORIZING AN EXTENSION OF TIME FOR PRESENTATION OF THE SPECIAL AUDIT OF THE 2008 PARKS, TRAILS AND OPEN SPACE BOND TO MARCH 31, 2015. (LISA KERR)**
- t) ***[Removed for discussion by Councilor Trujillo]***
- u) **REQUEST FOR APPROVAL OF THE WATER CONSERVATION AND DROUGHT MANAGEMENT PLAN 2015. (ALAN HOOK)**

**8. APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING – DECEMBER 10, 2014  
SPECIAL CITY COUNCIL MEETING – DECEMBER 15, 2014.**

**MOTION:** Councilor Dominguez moved, seconded by Councilor Trujillo, to approve the minutes of the Regular City Council meeting of December 10, 2014, and the Special City Council meeting of December 15, 2014, as presented.

**VOTE:** The motion was approved on a voice vote with Mayor Gonzales, Councilors Bushee, Dominguez, Ives, Lindell, Maestas, Rivera and Trujillo voting in favor of the motion and none against.

**9. PRESENTATIONS**

- a) **INTRODUCTION OF LAW ENFORCEMENT ACADEMY GRADUATES AND HIRED LATERALS. (CHIEF ERIC GARCIA)**

Chief Garcia introduced the new Law Enforcement Academy graduates and hired laterals, with a brief bio on each.

Councilor Bushee welcomed the new graduates and laterals. She asked the Chief the status of our staffing levels after these officers.

Chief Garcia said, with 11 cadets starting the Academy in late February and the additional 8 laterals, within the next two months we'll have 8 vacancies, hopefully by the end of February.

Councilor Bushee said she was grateful some of them have attended our Community College and our other higher learning institutions in New Mexico. She noted someone has a degree in Psychology which probably is highly necessary in serving in these tense times. She asked how many plan on living in the community, and asked them to "let us know what we can do to keep you living here in Santa Fe."

Mayor Gonzales thanked the new officers for their service and dedication to our community. He said he had the opportunity to go on a couple of night ride-alongs with Police Officers. He said, "My respect and my admiration has grown tremendously for the work that you do to protect our community, and I want to say thank you. Today's Police calls for a very different type of police person. We are a community that wants to be able to call you when we feel threatened, or that we're vulnerable. But we're also a community that wants to make sure that you are able to participate in helping to address some of the needs that may not rise to a violent nature."

Mayor Gonzales continued, "And we're counting on all of you to help lead this nation and this community in what it means to be community police officers, to be accessible to the community, know that you City stands with you and we're very very proud of the fact that you're wearing the badges that you're wearing. This is a community that has been around for 400 years. Protect us and honor this community with the work that you do. I know that we are a safer place because of the oath you've taken and the commitment you've made to make Santa Fe a safer place. So thank you on behalf of our City."

Councilor Rivera said he has known two of these gentlemen since they were young boys. He said, "I'm glad they're on this side of the law. Mr. Anaya it's a pleasure to have you here. I had the opportunity to work the streets with your grandfather and I think you will make great addition. And Jonas Padilla, I've known you since you were young man as well, so welcome aboard. I know you have grown up in this community, understand this community and I know you will serve this community well. Thank you."

Mayor Gonzales said he has been receiving the updated crime statistics monthly from Chief Garcia, and has been pleased with the decline in property crimes. He knows there are challenges that remain other areas, particularly in the areas of domestic violence and violence against children in our community, and he continues to support the Chief's efforts to do what we can. He has met some of those who are trying to get drugs out of the community which is a noble job, and he is proud of their efforts.

Mayor Gonzales said he has seen a change among the rank and file he has spent time with on the ride-alongs, in terms of a shift of morale and how they feel about the opportunity to grow within the Police Department, and their appreciate for the 4/10's. He reiterated to them what he told this Council, "As long as the performance was met and we were able to keep this town safe and address some of the issues our community is having, those are almost easy decisions to support," and to continue doing what they're doing. He is very proud of what they do, and to see how they engage the community in terms of the homeless or might need a ride because they're in a dangerous area. He said everything is available to this community when a Police Officer is on the streets, and it was good to see that.

Chief Garcia thanked the Mayor and Councilors for their support, as well as Mr. Snyder and Ms. Brennan.

Councilor Bushee asked if there are any female applicants, and Chief Garcia said there will be a female starting the academy at the end of February.

Mayor Gonzales said on the last ride-along he rode with a Police Officer who is an ally of the LGBT community, and there is an organization within the Santa Fe PD which is inviting more people from the LGBT community to sign up to be Police Officers and to engage in the community. It was a treat to meet an ally to the community, and somebody who goes out, not only amongst the officers to say how important it is to embrace the community, but also to go out into the schools and talk about the importance of creating allies for LGBT community. He said he was pleasantly surprised, and didn't know that existed inside the PD and it's nice to know that it does.

Councilor Bushee said we should make sure the group that is doing the study, the Human Rights Campaign, knows about that, as well as to make sure we are reporting hate crimes stats.

Councilor Maestas asked the status of the deployment of the lapel cameras.

Chief Garcia said currently, the SFPD is evaluating several different programs. He said currently there are at least 8 units in our bike patrol officers, noting several officers have purchased their own lapel-cams, because they think it is an asset for them. In terms of deployment, it will be a phased-in because they are costly, and they will be looking for funds for this purchase.

Councilor Maestas asked if there are any kinds of law enforcement grants we could use to pay for that equipment.

Chief Garcia said Lt. Strahan is looking several opportunities for us as well as Deputy Chief Salbidrez.

Councilor Maestas said he would like to see the deployment of the lapel-cams, whether phased or in one purchase. He thanked the Chief for working on that purchase.

Mayor Gonzales said it does seem of critical importance that we understand how to deploy them sooner than later. He said instead of going into it tonight, he would suggested a presentation to Public Safety and Finance as a separate presentation on the cameras, the costs, and why it's important, and begin the active discussion, especially now during the budgetary process of how we allocate funds. He said this is something we need today. It's important for both the community and the officers that we have as much as possible of this video technology available. He is concerned if we phase it, we may find ourselves in an event or incident where it may have been a critical need and it wasn't there.

Councilor Dominguez said, "I appreciate your comments about the LGBT community, because when it comes to being safe it shouldn't matter what the situation is as long as we're safe, so thank you very much for those comments. And the second thing is I learned a term today, I think it's called statutory stress, something like that. What it is, is that Police Departments have a direct impact on Early Childhood development and learning. Learning how to deal with situations like domestic violence really helps a young child grow, not only in a better environment in our community, but they're able to perform better in school and of course become better citizens. The Police Department's function is I think, as you said Mayor, is not just what it use to be. It touches a lot of people in many different ways and I think that we

need to keep striving to making sure we make our community as safe as possible, and not just with good old police forces the way we used to. Or maybe as some of the communities do it. So thanks for your work. You're right, Mayor, we need to get on other things that pertain to the Police Department like fiscal impacts of cameras, but also what we can do to keep and recruit officers from within the City of Santa Fe. So thanks for all your help."

Councilor Bushee asked where we are in terms of accepting any of the federal equipment. She said she gets nervous when she sees the SWAT tank parked at Zozobra, she gets nervous. How are we approaching that.

Chief Garcia said he has some very strict guidelines for personnel. He said, "Captain Mike Waring has been hired through Sierra Ford Consulting to work with the Santa Fe Police Department in finding us viable assets for the Police Department. Of course there are Mark 19, AR 15, 308 caliber, sniper rifles and such, but we're not getting any of that stuff. What we're getting are viable resources for the Police Department, cages to keep the K-9 dogs in, these cost almost \$10,000 apiece and that is a cost savings for the City of Santa Fe. We're talking about pickup trucks, regular cars, cots, things we can use, viable resources. Now that other stuff, like excessive SWAT vehicles, no you're not going to see us getting any more of that stuff. But I am participating in a 1033 program, respectfully, because it is a good resource for our agency."

Councilor Bushee said with the number of new officers that may be staying in the community, is there something we can bring forward what I think everybody up here wants, which is a community policing effort.

Chief Garcia said absolutely, noting that is one of the tasks the Mayor has put on his shoulders, and they are doing that, and are at the forefront of community policing in Santa Fe, and described the activities they are doing.

Councilor Bushee said twenty years ago, under Mayor Jaramillo, that concept came up, and we've really never have been able to put it place, because the majority of our officers don't live in our community which makes it difficulty. She wants to know what we can do to support that effort.

Mayor Gonzales said, "I love the 'Coffee with the Cops,' so keep it up. It's great to allow the public to just go..... I've also heard from the public that participated in the Citizens' Academy, which I had no clue that you make it available. But if people want to learn, train and understand what you're doing, that is available for the public to participate in.

**b) MUCHAS GRACIAS – SANTA FE CONSERVATION TRUST, VOLUNTEERS AND THE CITY'S PARKS AND ENGINEERING STAFF FOR THE CAMINO DE CRUZ BLANCA TRAIL. (COUNCILOR MAESTAS)**

Councilor Maestas said he asked for this to be placed on the agenda. There is a pedestrian trail along Camino de Cruz Blanca where there was an unfinished 90-foot section. He bikes by there and he would see the families with strollers who would have to get on the roadway and then get back on the trail. He said one of the residents called him about this and one concerned citizen got the ball rolling. He said he wanted to recognize all the people that helped to construct the 90-100 foot section that is used by a lot of people. He said this epitomizes a real community project where government is on the periphery, and although they facilitate, it's the community that really gets it done. So he wanted to highlight the accomplishments of these folks.

Councilor Maestas, assisted by Councilor Ives, presented Muchas Gracias certificates to those who participated.

Tim Rogers said, "It was an honor and pleasure to work with various parts of the City and our volunteers from the Trails Alliance and the landowners, and volunteers from Santa Fe Fat Tire Society. We all learned a lot by working together and we got something done. So thanks for the opportunity."

Councilor Bushee noted that Mr. Rogers serves as the Bikeways Trails Coordinator for the City, and is charged with gathering volunteers and he 's been a watch dog for all of the bike riding/pedestrian community.

Mayor Gonzales expressed thanks to Councilor Maestas, Mr. Rogers and the other volunteers who go above and beyond to give to their community in ways that improve the quality of life for everybody. He said, "You don't have to do this, but you do it on your own time, of your own care and love for Santa Fe. And we all don't get a chance to thank you enough, but we sure take advantage of your generosity when we're on the trails. Thank you for recognizing these great citizens. Thank you all very much."

**CONSENT CALENDAR DISCUSSION**

**10(a) CONSIDERATION OF RESOLUTION NO. 2015-3 (MAYOR GONZALES). A RESOLUTION REPEALING RESOLUTION NO. 2014-1 RELATING TO THE OPEN MEETINGS ACT; ADOPTING THE STATE OF NEW MEXICO OPEN MEETINGS ACT BY REFERENCE; AND ADOPTING NOTICE REQUIREMENTS.**

Councilor Lindell said most of us got a letter from the League of Women Voters. She said, "In October 2011, the Governing Body did pass a Resolution Adopting League of Women Voters position on transparency. A couple of those items that I'd like to just read into the record:

*To hold meetings in Executive Session only when absolutely necessary, even though the OMA*

*may allow otherwise. Include an explanation of the purpose of the Executive Session in the meeting agenda. Keep a public record of all attendees at the Executive Sessions and make that information public when the public body reconvenes after Executive Session. And finally, on important matters of wide public interest that have been discussed in Executive Session, publish a draft motion based on what was discussed in Executive Session and allow public input on it at a public meeting before a vote is taken.*

So, I just wanted to read these into the record as a friendly reminder to myself and my colleagues that this was passed in October 2011, a Resolution.

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to adopt Resolution No. 2015-3.

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

**For:** Mayor Gonzales, Councilor Bushee, Councilor Dominguez, Councilor Ives, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

**Against:** None.

**10(d) REQUEST FOR APPROVAL OF GRANT APPLICATION AND AGREEMENT – AIRLINE EQUIPMENT PROCUREMENT FOR SANTA FE MUNICIPAL AIRPORT; NEW MEXICO DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION. (JON BULTHUIS)**

**DISCLOSURE:** Councilor Trujillo said, "As with anything that comes before us with the New Mexico Department of Transportation, I work for the NMDOT, I do not work for the Aviation Division, so there is no conflict of interest."

**MOTION:** Councilor Trujillo moved, seconded by Councilor Rivera, to approve this request.

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

**For:** Mayor Gonzales, Councilor Bushee, Councilor Dominguez, Councilor Ives, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

**Against:** None.

**10(e) REQUEST FOR APPROVAL OF GRANT APPLICATION AND AGREEMENT – AIRPORT TERMINAL EXPANSION PROJECT AT SANTA FE MUNICIPAL AIRPORT; NEW MEXICO DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION. (JON BULTHUIS)**

**DISCLOSURE:** Councilor Trujillo said, "I work for the New Mexico Department of Transportation. This is a review between NMDOT and the City. I do not work for the Aviation Division, so there is no conflict of interest."

**MOTION:** Councilor Trujillo moved, seconded by Councilor Ives, to approve this request.

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

**For:** Mayor Gonzales, Councilor Bushee, Councilor Dominguez, Councilor Ives, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

**Against:** None.

**10(p) REQUEST TO PUBLISH NOTICE OF PUBLIC HEARING FOR FEBRUARY 11, 2015: BILL NO. 2015-1: AN ORDINANCE RELATING TO THE CITY OF SANTA FE ANIMAL SERVICES ORDINANCE, CHAPTER 5 SFCC 1987; AMENDING SECTION 5-8 TO ESTABLISH THAT IT IS UNLAWFUL TO TRAP ANIMALS ON CITY PROPERTY AND TO ESTABLISH THAT IT IS UNLAWFUL TO USE CERTAIN TYPES OF TRAPPING DEVICES WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF SANTA FE (COUNCILOR LINDELL, AND COUNCILOR BUSHEE AND COUNCILOR DOMINGUEZ) (JOHNNY MARTINEZ)**

Councilor Trujillo said he said there was a discussion at the Finance Committee with regard to gophers being included in the category of wild animals.

Officer Martinez said, "We identified it as a vermin, and the definition has been included in the Ordinance."

**MOTION:** Councilor Trujillo moved, seconded by Councilor Ives, to approve this request.

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

**For:** Mayor Gonzales, Councilor Bushee, Councilor Dominguez, Councilor Ives, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

**Against:** None.

Responding to Councilor Bushee, Councilor Trujillo said Prairie Dogs are considered vermin.

**10(t) CONSIDERATION OF RESOLUTION NO. 2015-4 (MAYOR GONZALES, COUNCILOR IVES, AND COUNCILOR BUSHEE AND COUNCILOR LINDELL). A RESOLUTION DECLARING THE GOVERNING BODY'S CONTINUED SUPPORT FOR THE NEW MEXICO SCHOOL FOR THE ARTS AND THEIR EFFORTS TO ESTABLISH A PERMANENT LOCATION FOR THEIR CAMPUS WITHIN THE CITY OF SANTA FE. (MATTHEW O'REILLY)**

Councilor said there was a discussion at Finance about the possibility of putting the School in one of the parks, which gave him heartburn. He supports finding a place for the school within this community, but said we try very hard to create and expand our parks. He said this he doesn't feel buildings such as this should be placed in a City park. He wanted to clarify that language is included which amends the Resolution to exclude open spaces and parks for the location of the school.

Mr. O'Reilly said there is an amendment on page 3 of the packet adding the following language: "A permanent campus location for the NMSA shall exclude any location within an existing City of Santa Fe park."

**MOTION:** Councilor Trujillo moved, seconded by Councilor Maestas to adopt Resolution No. 2015-4, with the amendment.

**DISCUSSION:** Responding to Councilor Bushee, Mr. O'Reilly said, "My understand is that NMSA has really focused in on the property at the intersection of Alumni Drive and Siringo, and that is the property that's referenced in the Resolution and that they are working at the State level to secure that property."

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

**For:** Mayor Gonzales, Councilor Bushee, Councilor Dominguez, Councilor Ives, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

**Against:** None.

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*STENOGRAPHER'S NOTE: At the time Item #11 was called for discussion, Mr. Bulthuis was absent from the Council Chambers, and Mayor Gonzales exercised the discretion of the Chair to hear Item #12 and then hear Item #11 when Mr. Bulthuis returned to the Council Chambers.*

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**12. UPDATE ON FLEET REPLACEMENT POLICY. (MARIO SALBIDREZ, DEPUTY POLICE CHIEF)**

A Memorandum dated October 15, 2014, to the Public Safety Committee from Mario Salbidrez, City of Santa Fe Police Deputy Chief, regarding Fleet Replacement Policy (Informational), is incorporated herewith to these minutes as Exhibit "3."



Mayor Gonzales commended Deputy Chief Salbidrez and other officers, saying we are thankful for his encouragement to positions that help elevate their career, and that is great. He said, "We cannot ask for more from the command staff looking to for ways to mentor officers on the front line and showing them pathways to be able to move their way up and hopefully become future command staff people and Deputy Chiefs and Chiefs. I appreciated hearing from them that you take that personal interest, and I think that's great across the board."

Deputy Chief Mario Salbidrez reviewed the information in Exhibit "3." Please see Exhibit "3," for specifics of this presentation.

Captain Andrew Padilla presented answers to the questions asked by the Finance Committee at its meeting on January 5, 2015, as follows:

- \* They have looked into the maintenance software, the basic Pro-M costs approximately \$15,000, and they are exploring ideas of where to install it, either the City Maintenance warehouse or at the Police Department so the Fleet Manager would have access to that so we can project how much the Department is spending on tires, oil changes, transmission repairs and so on. So they are exploring that option.
- \* The second question was "what Councilor Maestas mentioned, the flat budget," how we are doing with it. He said the Deputy Chief explained that a bit ago to a certain level. He said they are looking at it, and you may see that increase over the next 2-3 years to bring the fleet up to 100% serviceable vehicles, getting rid of the old ones and sending them to auction. Or if they are still serviceable, remove the emergency equipment, and give them to the other departments or divisions within the City.
- \* The other question which was asked is do all the police cars need to be Police rated. We've evaluated that, and we understand the cost of these vehicles, and we can honestly say, "No, not all police vehicles need to be police rated. For the Patrol Division, yes, they need to be police rated. The police rated vehicles come with transmission oil coolant reservoirs, higher capacity to cool these vehicles that are running all the time. They have larger brakes, brake loaders for stopping capabilities. If a police rated vehicle is stopped on the side of the highway or stopped at a red light and get rear ended they are crash tested to 75 mph rating. Another option, the police rated vehicles give you the option of having ballistic door capability or panels inserted in the vehicles, safety cells in the vehicles that direct the impact of these crashes, roll cages built in or 'crunch zones' if you understand the vehicles, which takes the force off the officer and occupants of the vehicle and puts it around the officers."

We have explored there are non-police rated vehicles for some admin personnel and detectives. We are going to explore the option and go with the test and evaluation process of looking at the Ford Fusion, which makes a hybrid version. He said they have a proposal put together to evaluate either two Ford Fusions with its basic 1.5 liter in-line for a motor, and a comparable vehicle the Ford Fusion hybrid which has the capability of producing up to an EPA rating of 44

within City and 41 on highway. The Fusion electric model up to 85 mph. And the Ford Fusion non-hybrid will give an estimated EPA of 22 City and 30 for highway. So we've put together that program, we'll evaluate it and then go from there."

Mayor Gonzales asked if the Fusions would be put into the fleet, asking if they meet the requirements for acceleration.

Captain Padilla said, "They do not."

Mayor Gonzales asked who would use them.

Captain Padilla said it would be for adm personnel and detectives.

\* One question asked was if we can use our reserve vehicles as commuter cars for the officers living out of town. They evaluated that, and the whole purpose of our presentation over the last two months has been to reduce our fleets and avoid all these maintenance costs, and bring it down. He said, "If we do that.... right now we just have a limited number of cars. If we continue on and we want to evaluate that, we could estimate, based on our current number of officers in the department and based on a study they conducted August 26, 2014 of the officers that live within the City limits and the officers that live outside the City limits. Based on that study, we can estimate that we would need 76 vehicles on standby to be used as commuter cars. So the vehicles currently used as reserve vehicles, all have 80,000 plus miles, and that's where we're going to have to start evaluating what. The transmission usually gives out on them, the upkeep that officer is now going to be responsible for two vehicles, his daily driver here within the City limits while on duty as well as to maintain, and we'll have to spend those maintenance and fuel costs, as a commuter car. So, in my opinion and in our Department's opinion, it would not be cost effective.

\* The other question asked was whether we could use DWI seizure vehicles as commuter vehicles. He said, "Based on the current City Ordinance, it only allows 6 cars currently to be used at this time. And they are currently being used as undercover cars for investigation personnel. So if you are going to change any of that stuff, I'm going back to the study we conducted, we obviously have to do a City Ordinance change. The upkeep on these vehicles.... these vehicles are not in the best conditions. Maybe of the 10 vehicles we do seize, only 1 or 2 are in any great condition that we are able to use and easily convert into this undercover capacity or use for the Police Department. They have high mileage, but we have money to bring them to the basic capabilities for day to day driving."

Captain Padilla said these are the basic questions.

*The Governing Body commented and asked questions as follows:*

- Mayor Gonzales asked what percentage of the officers use motorcycles when the weather permits, and he assumes that is obviously a lower cost of vehicle. He asked when they go to the motorcycles and how long are they there and what percentage.

Captain Padilla said, "It is weather dependent, that's the key factor. We see them riding up until early December they were riding them, and they do have an alternate vehicle, obviously, which is used if it is raining or snowing outside, so they do have a backup vehicle and they're currently using that vehicle. Percentage wise, I know we currently have 5-6 traffic officers in the traffic division, and there's a lot of training that goes into it, so we can't have every patrol officer maintain those qualifications and the monthly training. That's stress on the body and it is physically demanding to be out there on those motorcycles. Did that answer your question."

- Mayor Gonzales said it is a lower cost per mile to have them on the motorcycles, and asked where it makes sense if we can build a program over time to expand the number of police officers on motorcycles, especially on the traffic side, I'm assuming that might make sense.

Captain Padilla said, "On the traffic side, on the patrol side, probably not."

- Mayor Gonzales asked the difference between traffic and patrol, saying he thought it was the same.

Deputy Chief Salbidrez said, "Actually patrol is, the officers respond to calls regularly any call that come in. The Traffic Division is a support of the Police Department of patrol. So currently, we do have approximately 4 full time traffic officers and several other auxiliary officers who have been assigned a motorcycle as well. If you spoke to Officer James Plummer, many times we have to tell him to get off the motorcycle, it's too cold. He just loves that bike, and would rather drive his motorcycle. And we have spoken with the Chief and Deputy Chief Lettenberger, and hopefully in the near future, we will expand that program, because I think it's a very good program. It's also easier to speak to them, because the public has more accessibility to them than behind the wheel of a car."

- Mayor Gonzales asked the difference per mile to care for a motorcycle versus an automobile, and have we broken that down yet.

Deputy Chief Salbidrez said he doesn't have that answer.

- Mayor Gonzales said he knows the costs of the vehicles are different, but he is speaking in terms of the maintenance of the motorcycles versus the Police car.

Deputy Chief Salbidrez said the Fleet Manager will get that report and he will forward it to him.

- Mayor Gonzales said it isn't a priority, but it would be good to know as we think about trying to shave costs in areas that are easy without affecting the safety of the public, and more motorcycle officers might make some sense for consideration. He said, "Please don't put in extra work if you can't pull it."
- Councilor Dominguez said this isn't just a Fleet Replacement Policy, this is a Fleet Replacement Policy specific to the Police Department, and Deputy Chief Salbidrez said that is correct.
- Councilor Dominguez said in the policy you say that adm vehicles will be retained for 7 years.  
Deputy Chief Salbidrez said that is correct.
- Councilor Dominguez why was the number 7 chosen.  
Deputy Chief Salbidrez said they discussed what happens to a vehicle that's parked for a long period of time. Do the bushings wear out, do other components wear out on it because it's not being used, and there is a potential there. He said they decided 7 was a safe number, but it's not a definite number, and that's when we put back the Chief's discretion to extend it beyond 7 years.
- Councilor Dominguez said it says 7 years or 100,000 miles, at which point the vehicle will go to auction unless otherwise deemed by the Chief of Police for reuse, and Deputy Chief Salbidrez said this is correct.
- Councilor Dominguez said, "What is really comes down to is that you all are going "to be making an ask" here pretty soon for \$1.5 million for vehicles."  
Deputy Chief Salbidrez said that would be coming up the next fiscal year, and Councilor Dominguez is correct.
- Councilor Dominguez said during the past budget cycle we were able to buy some snowplows and other things through a tax was in existence that we learned about. He asked, "Do you have any proposal or know where that \$1.5 million might come from."  
Deputy Chief Salbidrez said they just finished budget review, and there are areas where there are monies, but he can't tell you they have the \$1.5 million in their budget.
- Councilor Dominguez said this may not be a fair question to ask in the early stages of budgeting and such. He said that's going to be a task for the City Manager to help resolve, because there are recurring costs to the extent that you always need vehicles. However, if you're going after 30 vehicles that will be a one-time cost, but there will be recurring costs and after that there will be another cost for more vehicles.

Deputy Chief Salbidrez said, "That is correct, yes. There's going to be a recurring cost and the intent of the Fleet Policy is to give us a predictability to look forward into the next fiscal year so we can start preparing for that. And if we can find some funding within our budget, we will do that and be fiscally responsible. But..... Nancy knows we don't have that much money."

- Councilor Dominguez said salary savings can be used as a one-time hit, noting we did some of that last year.
- Councilor Dominguez asked what do we spend on maintenance, noting there is an amount which is the purchase of the vehicle with all the equipment needed. He said he has never seen what the maintenance costs are in the budget.

Deputy Chief Salbidrez said, "In Finance, there is a mechanism in place to do that. For some reason, the warehouse, the shop can't derive that number for us. They're working with IT to get that number. That's why part of the proposal for the questions answered was the fleet software program that was \$15,000, so we have more fiscal control of these types of issues. So we can come with a report and say this is the cost of maintenance, tires, etc., and why we're exploring that."

- Councilor Dominguez asked if the Police Department has its own maintenance operation, or is it the entire City of Santa Fe Fleet that gets maintained.

Deputy Chief Salbidrez said, "We have our own budget for maintenance."

- Councilor Dominguez said then you have your own budget for maintenance, but you don't have a maintenance shop within the Police Department. You don't have a division for vehicle maintenance.

Deputy Chief Salbidrez said that is correct, it all goes to the warehouse. He said in the past, Nancy has been going from historical what has been needed. He can't give an exact cost right now because of some issues with the software.

- Councilor Dominguez said, "If they're both, I suppose they're both General Fund operations."

Deputy Chief Salbidrez said that is correct.

- Councilor Dominguez said you have a maintenance budget and you use that money to pay to the General Fund for maintenance, commenting he isn't quite sure how this works, or if this is a maintenance budget for stuff that maintenance can't take care of.

Nancy Jimenez said, "We actually have several different line items within the budget. We have Repair and Maintenance of Vehicles which is for larger items – transmissions, things that may have to go to the dealer to get fixed. What our Fleet Warehouse does within the City are oil

changes, purchase tires for us and put new tires on, small things that they can handle and that they are certified for. So in the Police Department budget in several different business units, we have Repair & Maintenance, Auto Parts, Tires and of course Gasoline. So all of this is grouped together in an overall Repair & Maintenance, and then separate by each item that you're purchasing. So when the vehicle goes to the warehouse, the officers tell them what line item or business unit that they are being billed out of, and the Fleet Warehouse then bills whatever they're purchasing, whether an alternator, whatever items need to be going into that vehicle. So it hits our account and draws down from our budget. And that's how basically every City department is set up."

- Councilor Dominguez said, "The reason I asked, Mayor, because I know we're really looking at trying to find efficiencies and we're really getting down into the weeds, if you will, about that. And I'm just kind of curious to find out what the policy is with regard to how those specific functions happen. Is it the Police Department that decides what piece of equipment that maintenance initially.... I was going to use an oil filter as example, but that's not a good example. Is it a policy that exists in the Police Department that is severed from maintenance, or do they jive together, are there some efficiencies available by, for lack of a better word, putting it under one operation."

Deputy Chief Salbidrez said he doesn't totally understand the question.

- Councilor Dominguez said, "What I'm hearing is that you've got a budget for maintenance for things that the Fleet Management can't take care of. Right. And so the question is, are those policies in place for those line items, those budgeted line items, are they consistent with all the other policies that exist throughout the City with regard to where do you get a new transmission. Has there been a review of potential efficiencies in that regard. Again, it may be a premature question right now. It's stuff we're talking about in Finance."

Mr. Snyder said, "I don't know if there has been a formal review in comparing the Police's Fleet Maintenance, versus Finance's Fleet Maintenance, versus.... but I can say that there policies, this is a written policy on replacement. But there are policies in place at the Fleet Managers that both Fleet Managers follow, whether it's Fire or Police, and/or Finance on replacement of parts, wear and tear on parts, what to do in-house, versus send out to the dealer. There definitely are policies and procedures in place that are there. I'm not sure what opportunities there would be for efficiencies, but we can definitely explore that."

- Councilor Dominguez said he just throws this out again, and it's not necessarily specific to fleet replacement, but they obviously go hand and hand. He said, "So I would just recommend that we kind of look for some of those efficiencies if they're available."
- Mayor Gonzales said, "If I understand what's been brought to my mind through your questions, is that there is the vehicle the Police Officer uses, and everything that goes into that vehicle in many respects is something that some of the Parks & Recreation need with a vehicle. And if we have independent procurement operations, we may lose the opportunity to leverage a combined

purchase program. In my mind, if you're owning your operations maintenance budget, do you get to procure however you should procure tires and oil, and some of the things you can do on site. Are you doing it under the auspices of a broader City policy that is consistent with how other departments may procure similar items in their vehicles. Or is it just a stand alone for you."

Deputy Chief Salbidrez said, "The Warehouse makes those purchases."

- Mayor Gonzales said, "The Police Warehouse or the City Warehouse."

Deputy Chief Salbidrez said, "The City Warehouse does all that, and will buy what is recommended for that vehicle. Such as the new Taurus requires synthetic oil, so they will purchase the synthetic oil."

- Mayor Gonzales asked if the Police Department has its own set of vendors which are separate from vendors of the Warehouse that are specific.

Deputy Chief Salbidrez said, "No. They're all the same. They handle all that for us."

- Councilor Maestas said, "I want to thank you. I think we said loud and clear we really need this Fleet Replacement Policy. And as I mentioned at Finance, we're discovering that we have a surplus, and we have a reasonable, I think, reserve based on the number of officers. But if I go back and look at this information, and I know you did a good job in doing research in terms of what other highway patrols, what their policy is. But in looking at the City PD's that you use as an example, their maximum replacement mileage threshold is much lower than what we're proposing."
- Councilor Maestas continued, "And then I mentioned at Finance that the equipment requests are fluctuating greatly. It's been as high as a \$400,000 increase from one fiscal year to another up to \$600,000. And I think Councilor Dominguez is really alluding to that, that we need to add some stability, because that is a major line item in your budget. And I think maybe we can address that through this policy by perhaps putting a range, like Missouri Highway Patrol did, is put a range of maximum mileage that would require that vehicle be considered. And then you can look at other factors if the maintenance cost starts jumping up, and if it doesn't really meet the total max, then you replace it."
- Councilor Maestas continued, "So, I would suggest you guys go back and look at \$75,000 to \$100,000, look at the rolling average of your police equipment requests, and have an average there, and factor in some flexibility in the Fleet Replacement Policy to stay within your budget and add stability to it. And it gives you flexibility, so you might keep vehicles maybe longer if the maintenance costs aren't as high. Or you might have some that have mileage below the 100,000 that have a lot more maintenance costs, and you might have that discretion to replace it. Just a suggestion, because these fluctuations I think are really not sustainable. And I think Councilor Dominguez is correct in that you're going to go from \$853,000 to \$1.5 million, which is a substantial increase."

- Councilor Maestas continued, "So I commend you on this, but I think there's some more work that needs to be done. And I know this is an information item, but think about adding more flexibility. And I really think our mileage is too high. You look at those county and highway patrols, those folks drive real easy miles, but look at the City's vehicles and you see their maximum mileage is about half that of County and highway patrols that you cited in your research. So I would support a lower mileage, but include a range to give you more flexibility and help stabilize your budget on the equipment request side."
- Councilor Lindell said, "I just want to remind you that when you come forward with vehicle purchases, \$1.5 million, we're all looking at that number and going, boy that's a big number. I would like to throw out there that I would really see us not necessary have to buy so many Sport Utility Vehicles. I would like us to take into consideration with what we buy mileage. And another thing, that I don't know if it's a consideration, is if we're talking about purchasing some Ford Fusion hybrids, that maybe we have some kind of designated fleet of cars like hybrids that we actually use as commuter cars, rather than the fleet cars, the regular fleet cars. That's something that we might look into with that."

Deputy Chief Salbidrez said, "I'll take that into consideration, I appreciate it. Just remember the last part you said is an expense to use those as commuter cars. What we priced out is about \$27,000 for a hybrid Ford Fusion, so it's \$1,000 more than the regular Ford Taurus, and yes, the cost savings on gasoline is where make up that difference, but it's definitely things we can consider."

- Councilor Trujillo said, "I think we've had the discussion, for a first try it's great. But the thing I want you to look at and take into consideration, and something I didn't notice we didn't have here.... All you did the study on was strictly the police vehicles, right."

Deputy Chief Salbidrez said that is correct.

- Councilor Trujillo said, "If we're looking at this service software, the way they're defined is by class and sub-class. And to me, if we are looking at the software which I think will end up saving us some money, and helping us in making decisions. You can produce these nice pretty bar graphs which makes it a lot easier to understand what's working and not working. I hope that we pursue this really hard. This is a good thing. I think we need to take it another step, the subclasses, the classes, because that's what you're going to end up doing. I think this is a good exercise. I think from you guys going this, this is something that I think we can probably adopt around the whole City including Fire, Public Works. We want to get the most from our vehicles, but at the same time we want to make sure that these vehicles we're putting on the highway our employees are driving are safe. I just want to say this is a working document, and it's going to change constantly. You guys did a helluva job, you really did. I commend you on this, because for this being your first try it's a good job, so just keep it going. And like I said, any help I can be to you guys, I am more than willing to help you guys."



Deputy Chief Salbidrez thanked him.

- Councilor Rivera said in the Policy, Item (e) says, "Vehicles assigned to Santa Fe Police Department Administration." He asked who is considered administration.

Deputy Chief Salbidrez said the administration would be anybody from Lieutenant and above. They have 8 Lieutenants, 3 Captains, 2 Deputy Chiefs. "And to include in there, we also have some civilians that some of these older vehicles. That would include Ms. Bowen, a Paralegal for the Internal Affairs Professional Standards, our Office Manager and such. They have vehicles they can use for business purposes, but not to take home."

- Councilor Rivera said Item (h) those are the individuals we're talking about and Deputy Chief Salbidrez said this is correct.
- Councilor Rivera said, "When the Mayor asked you a question, you said something about sometimes these administration vehicles stay parked for long periods of time, or maybe the civilian vehicles stay parked for long periods of time. Why would that be."

Deputy Chief Salbidrez said, "The reason that some vehicles would be parked for a long time, for example, mine. I don't demand as much from it as a Patrol Officer does, so mine does get parked many more hours than a patrol car. Then the other ones that are included in this are the officers who have bicycles or motorcycles. Many of them prefer to be on a bike downtown or on a motorcycle, so that unit gets parked much more than any other patrol unit that's out there..... so that's why, in the policy for those types of units in our fleet, we increase the years of service for that vehicle to 7."

- Councilor Rivera said, "The last thing is on page 7(a), it says, "13% of the reserve fleet would be based on the number of sworn personnel that are employed, so that's current officers."

Deputy Chief Salbidrez said, "That's correct."

- Councilor Rivera said Chief Garcia said they have several people entering the Academy now and 8 vacancies you hope to fill shortly after. He asked if the vehicles for those people are being counted in this number.

Deputy Chief Salbidrez said, "That is correct. If you give me 20 more officers, then I will increase the 13% by adding the 20 plus 2 that we already have. So if I'm at 200, it's 13% of 200 officers. That allows me to prepare to have those units available for these officers when they graduate, when we hire."

- Councilor Rivera asked, "Is that going to mean brand new vehicles for all these new officers, or do you have enough in the reserve fleet."

Deputy Chief Salbidrez said, currently there is enough in reserves, noting the Fleet Manager has been working diligently to have vehicles for the officers you were presented today when they get off field training status, so they have a unit. We'll be okay."

- Councilor Rivera said based on what you said earlier in Finance, for the people who commute from outside the City limits, the lifetime of their vehicle is decreased by 40% based on the additional drive time. He would encourage him to make sure that those front line units are able to be utilized much longer, whether that's the take-home policy that includes reserves, or maybe something like Councilor Lindell said, so those primary units stay functional and their lifetime use is 40% longer.

Deputy Chief Salbidrez said they definitely will explore additional options.

- Councilor Ives said, "In the policy drafted, on page 7 of the packet, under Section L, it says, 'Obsolete equipment will be replaced and/or updated if it is deemed appropriate by the Chief of Police or his designate.' In all the other circumstances where it says 'otherwise deemed by the Chief of Police,' the word appropriate has been left out, and I believe grammatically it would be better to put in appropriate in all those instances. And personally, I would like to see that determination that there is some written instrument the Chief has made that determination in the instance, just for accountability and tracking purposes. So, I'd love in each of those instances to see it read, 'If deemed appropriate by the Chief of Police in writing.'"

Deputy Chief Salbidrez said he will add that language. He said, "I didn't talk about this, but we do have a Vehicle Equipment Evaluation Summary Report, which the Fleet Manager prepares and delivers to the Deputy Chief who then has to agree or disagree with his recommendation. That recommendation carries, why should we do this, do you support it, Deputy Chief and Chief, and then we have a historic document two years down the road, if you ask me how many vehicles you got rid of, why did you get rid of them, and there is a variety of reasons, we can give you a more factual answer than just a guess."

Councilor Ives said, "The only other thing I would note, and I realize this is a replacement policy as opposed to a new acquisition policy, the Governing Body did pass a Resolution calling for fuel efficiency and other similar considerations to play into any new acquisition. So I would hope, if any when you bring any new acquisitions to the Governing Body, you have reviewed that policy. I was trying to find it as we were talking, but I was told that page is not available on our web..... but we'd love to make sure as you bring a request like that forward that you have specific references to that Resolution and to the issues that are identified in that Resolution. So thank you."

- Councilor Bushee said, "I was just going to add to Councilor Lindell's request on the SUV's, my dismay has been that the PSA got them and those Nissan Xterra's, and wonder if there's any way to turn that around."

Deputy Chief Salbidrez said, "We just had this discussion yesterday with the Fleet Manager. My preference would have been something like a Malibu of some sort. But the purchase has been made, the life span of that vehicle has begun."

Deputy Chief Salbidrez said, "I made the statement, if the Chief supports me, in the future we will go to a smaller vehicle for them, something that is more fuel effective and efficient. Will be fiscally responsible with the monies and bring forward a compelling argument for the items we ask for."

- Mayor Gonzales thanked the Deputy Chief and staff for presentation. He said, "For Brian and Oscar, obviously as we prepare for the upcoming budget, it would be good to make sure that those budget items that pertain to fleet in particular from acquisition to maintenance, that we're able to have some type of program in place that is constantly driving for efficiency in the delivery of the programming."
- Councilor Maestas asked if we can address annexation as well in terms of meeting our public safety obligations, because we didn't approve the full request of the previous Police Chief for FTE's, and if that is a factor, or if that already is factored into the proposed equipment request.

**11. BID NO. 15/05/B – SECURITY SERVICES AT SANTA FE MUNICIPAL AIRPORT; AAA SECURITY. (JON BULTHUIS). (Postponed at October 29, 2014 City Council Meeting)**

*A copy of City of Santa Fe Amendment No. 1 to Santa Fe Municipal Airport Airline Terminal Lease Agreement, entered for the record by Jon Bulthuis, is incorporated herewith to these minutes as Exhibit "4."*

*A copy of Santa Fe Municipal Airport Airline Terminal Lease Agreement, dated June 27, 2012, entered for the record by Jon Bulthuis, is incorporated herewith to these minutes as Exhibit "5."*

*A copy of an email to Jon Bulthuis, from Cindy Madrid, AAA Security, dated January 12, 2015, entered for the record by Jon Bulthuis, is incorporated herewith to these minutes as Exhibit "6."*

**a) REQUEST FOR APPROVAL TO INCREASE COMMERCIAL AIRCRAFT LANDING FEES.**

**b) REQUEST FOR APPROVAL OF BUDGET INCREASE – AIRPORT FUND.**

Jon Bulthuis presented information in this matter from his Memorandum of January 7, 2015, with attachments, to the City Council regarding Santa Fe Municipal Airport Security PSA. Please see this document for specifics of this presentation. Mr. Bulthuis noted the Budget Adjustment Request will budget the new revenue coming in and then we will be expending that on Security Services with the PSA that is in the packet. He said, "I have one comment to make about that. I received an email from AAA Security Services [Exhibit "6"] that is also placed on your bench that requests, due to the fact that we are having

armed security for the duration of this term, and the duration is a 6-month period, during which the Airport Advisory Board has directed me to work with the Police Department and TSA to see if continuing with a private security company is our best way forward. But in that duration, we will have a continued practice of having armed security guards at the rate of \$17 per hour. So in the packet that you have, the Professional Services Agreement shows some different language, that's located on page 11 of the contract, page 12 of your packet, so we would need to do some minor amendment to the language there as well. And starting on the fourth line down where it shows an hourly rate of, if we can strike the \$15.50 per hour and replace that with \$17.00 per hour. And then 3 lines down, for the months January through June, so we would strike May and replace it with June and then the remainder of that sentence. So with those amendments, I'll stand for any questions that you may have."

Councilor Bushee asked in the distant past, didn't we rely on some Homeland Security and/or the fact that we had National Guard helicopters there.

Mr. Bulthuis said, "Many years ago, so this is fairly distant past, post 9/11, there was Homeland Security money that was granted to the City to pay for the security services. That fund is no longer being provided by the federal government through the FAA or Homeland Security."

Councilor Bushee said the whole idea of having the helicopters out there, didn't that supply some kind of security operation.

Mr. Bulthuis said, "It doesn't provide the terminal security that this contract intends to deal with."

Councilor Bushee said, "So to bring in TSA or have our police officers there, is that a lot of many more steps."

Mr. Bulthuis said, "I think it's a discussion that we haven't had in the past.. We've taken, as you mentioned, the grant funds that were available through Homeland Security, contracted for those services for some years, and haven't really taken a fresh look at if this is the best means to meet the requirements that TSA has and to cover our desires for security at the Airport. So, that's what the Airport Advisory Board and the new Chair have tasked staff to do, so over the coming months, and as a part of the budget process, we'll be bringing recommendations back to the Council on that."

Councilor Bushee said then there is no preference at this point.

Mr. Bulthuis said he doesn't have a sufficient understanding at this point, but he does know that we need a security presence, and what we've done in the past is what is being proposed for the next 6 months.

Councilor Bushee asked if that will change with the expansion.

Mr. Bulthuis said they are taking that into account, noting if the P.D. is able to provide services in lieu of a private contract, they would look at housing them in some way. He said we currently don't have a facility right now, so that's part of that process as well.

Councilor Rivera said the current language reflects the changes, noting it was \$15.50 per hour plus applicable GRTs for each armed security guard and vehicle for the months of January through May and then a higher amount for June. He asked why it was different, and asked if it is based on the number of people coming in, flights.

Mr. Bulthuis said, "That was the question that came up at the Committee level, and the response was that there was a miscue in terms of the way that the bid requirement was read by the contractor. So the private security firm, now that we've talked about reducing the term to 6 months, has made the statement, and that's documented in the email that I provided, and we also have a representative from AAA Security here tonight, if you want to speak to him about this. But their latest communication with me, was that if we are asking for armed security, which we are, it would be at that rate of \$17, as I mentioned."

Councilor Rivera asked the reason it was \$15.50.

Mr. Bulthuis said that was the rate that they were providing for unarmed security.

Councilor Rivera said, "Even though their contract says armed security guard."

Mr. Bulthuis said, "That's the amendment that I just explained a moment ago, that under the current proposal terms, it would be an armed guard for \$17 per hour."

Councilor Rivera asked what the original language provided.

Mr. Bulthuis said the current contract under which we're operating has the rate at \$17 per hour, and it was in the bid where that confusion took place.

Councilor Rivera said then the current contract does say \$17, and Mr. Bulthuis said that is correct.

**MOTION:** Councilor Bushee moved, seconded by Councilor Ives, to approve Items 11, 11(a) and 11(b).

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

**For:** Mayor Gonzales, Councilor Bushee, Councilor Dominguez, Councilor Ives, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

**Against:** None

Mayor Gonzales said, "Thank you Jon and good job Jon. You stepped into serve as Airport Manager and you cleared and FAA inspection and did all kinds of good stuff very quickly, so well done."

**13. FINDINGS REGARDING RESOLUTION #2014-51 – FEASIBILITY FOR OFFERING A REDUCED RATE FOR USE OF THE SANTA FE COMMUNITY CONVENTION CENTER BY LOCAL RESIDENTS. (RANDY RANDALL)**

Randy Randall presented information from his Memorandum of December 15, 2014, regarding the Community Convention Center pricing, which is in the Council packet. Please see this Memo for specifics of this presentation. He noted he reviewed the policy with Councilor Rivera the sponsor of the Resolution.

Councilor Bushee asked about the parking.

Mr. Randall said they don't control the parking, but they work with Parking to get, for example, an evening event to get a \$5 fee and they pay on the way in, so it facilitates the departure. He said Parking generally is cooperative, but the parking can't be free.

Councilor Bushee said she understands, and said perhaps he could collaborate with the new Division Director to incorporate a parking plan that works along these lines.

Mr. Randall said he certainly will. He said many times organizations don't ask for reductions in parking, noting they have to be careful we "don't get so generous we can't pay the debt service."

Councilor Lindell said the Memorandum says, "in the attached rate sheet a rate structure has been instituted," commenting she didn't see that attachment.

Mr. Randall said he has one with him and he will get a copy to each of the Councilors tomorrow.

Councilor Rivera thanked Mr. Randall, saying he met with him two weeks ago. He said this was designed to make sure the local residents have the opportunity to use our beautiful Convention Center for weddings, Quinceaneras, graduations, or any special event so they have access with the facilities. He said after meeting with Randy and his staff, he is confident that they do everything possible to make sure that local residents have the opportunity to use the facilities and be able to book them for their special events. He thanked Randy and his staff for that, and said he appreciates the work they've done on this..

Mayor Gonzales asked if the Santa Fe show for The Bachelor is coming up and when is it.

Mr. Randall said it is a secret, but it is the closest Monday to the Super Bowl. He said there will be a celebration to watch the event together at Buffalo Thunder and you are invited at no charge. They expect to have 500-600 people there to celebrate the event. He said they're showcasing every well, but he has seen none of the production. He said the way the program works, he is confident it will be great for us. He said the Legislative event will be that evening at the Convention Center, and there will be transportation provided by Buffalo Thunder to bring some of us from the Legislative event out and then back.

14. **CONSIDERATION OF RESOLUTION NO. 2015- \_\_\_\_ (COUNCILOR MAESTAS, COUNCILOR RIVERA AND, COUNCILOR IVES). A RESOLUTION DIRECTING THE CITY MANAGER TO COORDINATE A JOINT CITY COUNCIL/COUNTY COMMISSION MEETING TO DISCUSS AND DETERMINE IF AND HOW THE CITY AND COUNTY MAY PURSUE A JOINTLY OWNED ELECTRIC UTILITY; DIRECTING STAFF TO REVIEW THE LEGAL AND TECHNICAL OPTIONS RELATED TO THE DECEMBER 2012 FINAL REPORT OF A PRELIMINARY ECONOMIC FEASIBILITY ASSESSMENT OF A PUBLICLY-OWNED ELECTRIC UTILITY FOR THE CITY OF SANTA FE AND SANTA FE COUNTY AND REPORT BACK TO THE GOVERNING BODY ON STAFF'S FINDINGS RELATED TO THE PRELIMINARY ASSESSMENT AND OTHER RESOURCES, REPORTS, STUDIES AND DOCUMENTS AS DEEMED NECESSARY. (JOHN ALEJANDRO)**

This item was postponed to the next Council meeting on January 28, 2014, and remanded to Finance for consideration prior to the next Council meeting.

15. **MATTERS FROM THE CITY MANAGER**

There were no matters from the City manager.

16. **MATTERS FROM THE CITY ATTORNEY**

Kelley Brennan, City Attorney, said everyone has a handout which has the agenda items, the kind of vote and the source, so we're hoping this gets enshrined so somebody has it any one moment.

17. **MATTERS FROM THE CITY CLERK**

Yolanda Vigil, City Clerk, said they are still accepting applications for membership on the Independent Citizens Redistricting Commission, until tomorrow, Thursday, January 15, 2015 at 5:00 p.m. She said there is someone this evening in the hallway accepting applications, and they have applications in the Clerk's Office, and on-line as well, but they do need to be filed in the City Clerk's Office by 5:00 p.m. tomorrow. She said as of 4:30 p.m. today there has been a total of 9 applications.

18. **COMMUNICATIONS FROM THE GOVERNING BODY**

A copy of "Bills and Resolutions scheduled for introduction by members of the Governing Body," for the Council meeting of January 14, 2015, is incorporated herewith to these minutes as Exhibit "7."

### **Discussion on Executive Session on December 10, 2014**

Mayor Gonzales said he will be asking for a motion regarding the Executive Session of the Council last month. He said there was some concern by the public with regard to the Council's right to be able to discuss the items which were discussed under the rules for Executive Session.

**MOTION:** Mayor Gonzales said, "In an effort to open those discussions and to address concerns brought forward by information that was pushed out, I would like to move to waive the Attorney-Client privilege for the sole purpose of authorizing the City Attorney to disclose her basis for recommending on December 10, 2014, that the Governing Body go into Executive Session specifically with respect to the Interfaith Homeless Shelter at 2801 Cerrillos Road." The motion was seconded by Councilor Ives for purposes of discussion.

**DISCUSSION:** Mayor Gonzales said, "So the idea, obviously, through this is to be able to allow the public to get access to all information as it related to the Interfaith Shelter on that evening. Kelley maybe you can elaborate more."

Councilor Bushee asked, "Are we going into Executive Session to do that."

Mayor Gonzales said, "No."

Kelley Brennan, City Attorney, said, "No. This is really for a very limited purpose. It's not to discuss what was discussed in the Executive Session, but merely to give the basis for going into Executive Session specifically."

Mayor Gonzales said, "Give the basis, but we also want to make available whatever was discussed in Executive Session, make available to the public."

Ms. Brennan said, "The document that I'll be referring to is already in the public record, Mayor."

Mayor Gonzales said, "The document that was discussed in Executive Session. Okay, got it. All right. Questions."

Councilor Bushee said, "I'm not sure I understand what we're voting on here this evening. What document. Are you making the agenda that you had in the Executive Session that was not labeled Attorney-Client privilege available to the public and can we not have this discussion right now out in the public."

Ms. Brennan said, "Mayor, Councilors, Councilor Bushee, I would not recommend entering into the discussion in the public. I think that probably you missed part of the discussion that evening. The question that was raised by Fogg and others was whether we had any basis for even going into Executive Session. And I'm going to say that we did have a basis and I can't explain why unless the privilege is waived to allow me specifically to say that."



Councilor Bushee said, "But what I'm trying to get at is I would prefer, and one of the reasons I missed some of the discussion, and I left and I made a record with Melessia, I said, let the record reflect I'm leaving this meeting. I'm less and less comfortable with the topics being discussed. I did not feel like they should be discussed behind closed doors. I think it's important to remedy and I think that was part of the letter that Fogg wrote, that we have that discussion out in public. So I'm hopeful that with this waiver, it's not just going to allow you to talk, but that we can all talk about why we were in Executive Session and if we thought we should have been."

Mayor Gonzales said, "This does, if it's passed, does certainly allow for any member of the Governing Body to talk on the issue regarding the Interfaith Homeless Shelter."

Councilor Bushee said, "I mean that's not going to be this discussion here this evening."

Mayor Gonzales said, "First of all, we've got two minutes until we move to 7:00 p.m., so we're going to into our public hearing very shortly. Second, if we're going to talk about it, we should properly notice it so the public knows we're going to talk about it and they could be here to listen to the conversation."

Councilor Bushee said, "Okay, so is that part of the motion or can that be part of the motion."

Mayor Gonzales said, "No. The motion right now is specifically to waive the Attorney-Client privilege."

Councilor Bushee said, "Why don't we take it to the next step to get it on the agenda."

Mayor Gonzales said, "We need to get through this one first. This item, specifically to waive the Attorney Client privilege."

Councilor Rivera said, "Kelley what does this waiver do that whoever talked to the press hasn't already given them. It sounds like they had all the information that we already spoke about anyway, which brought all the issues up."

Ms. Brennan said, "It will allow me to say what the basis for going into Executive Session was. It was a general citation New Mexico. Fogg asserted that it was their understanding that we didn't have any basis for the discussion and I would clarify what that basis was. And I would say that when you waive the privilege you waive a very specific thing. You are not waiving anything but the thing that you waive. I would not want to get into waiving the substance in the discussion. I've had a number of Councilors say to me that they were concerned because they felt they needed to be able to speak frankly to the issues without feeling they were going to read about it in the newspaper the next day. So I would just say that when you waive the privilege you waive it as to a very specific thing and this motion was very specific. And that's... if you want to make another motion subsequently to discuss everything that was there that's up to you entirely."

Councilor Dominguez said, "I stand in support of the motion. I understand that we need to be able to waive that privilege. I guess this is specific to this item. Correct."

Ms. Brennan said, "That's correct Councilor. It is not a waiver of everything discussed in the session, of any other documents that were discussed in the session, it is a specific thing. And, in fact, the document that I will be discussing is a public document and has been the subject of an IPRA."

Councilor Dominguez said, "Again, I support the motion, Mayor. I understand what it is that is being done, and I understand why. I guess, one word of caution is that if we are going to truly, in the future, protect taxpayer money and protect our rights with those Attorney-Client privileges, we need to be careful not to necessarily set a precedent here. Because there are going to be instances where, although it's fruitful for the public to have knowledge, we need to be able to do the work that we need to be able to do in Executive Session, as well to protect the public's interest as well. So I just make that word of caution that we ought not set a precedent necessarily and that we be diligent in, not only this proceeding, but in future proceedings."

Councilor Ives said, "Kelley, I just draw a distinction, which based on the discussion I'm not clear, is clear. That being the motion, as made by the Mayor and seconded by me, is to waive the attorney client privilege as to specifically why an Executive Session was appropriate in the instance, and that distinction I draw is that is very different that waiving the privilege with regards to the discussion itself. So this motion is merely to allow you to advise the public the basis for the assertion of Attorney-Client privilege in that context. It is not an authorization for anybody on the Governing Body to discuss what was discussed in that meeting, and I'm happy to have that discussion. I think it would be important, perhaps at our next meeting, to go into Executive Session to discuss whether or not there is an inclination or a desire to waive the privilege with regards to the particular discussion, but that's not what we're considering at this point in time. Is that correct."

Ms. Brennan said, "That's correct. And if you look at the handout, you will see that the waiver of Attorney-Client privilege or other privilege requires a majority of the whole, it's in the Governing Body Rules. And anyone can make a motion at any time, whether in Executive Session or after Executive Session and the Governing Body can vote on it. But the distinction you make is absolutely the distinction that I was making earlier."

Mayor Gonzales said, "And I do appreciate that. My hope is that because I think there's been a lot of discussion out there, in terms of what was discussed in Executive Session, that we can move at some point in a short order to open up what was actually discussed. And we'll follow the proper..."

Councilor Ives said, "Given that it was in that context, it is important for us to hear from the City Attorney counsel on that particular issue, which I suggest maybe an Executive Session at our next regularly scheduled meeting, to do exactly that."

Councilor Maestas said, "I stand in support of the Motion as well, but I must admit that I was uncomfortable when the subject was raised in Executive Session. And obviously, we're going to hear again, the basis for discussing it which was explained in Executive Session. But I will state for the record that I thought the basis was tenuous, but I still felt like it was justified. And then lastly, I want to echo what Councilor Dominguez said. I think Attorney-Client privileges is really up to us, with our fiduciary duties as elected

officials and I think that a full admonishment ought to be considered in the future. And I realize Councilor Dominguez your remarks were cautionary, but I really think this could cause a lot of problems. In fact, we've resorted to do this to kind of set the record straight in the spirit of transparency and reiterate the basis for discussing that topic. So I would just echo what Councilor Dominguez said."

Mayor Gonzales said, let me just really quickly, clarify what was indicated, because it is an education tool for all of us that are up here. If at any point, there is a discussion going on in Executive Session that a Councilor or I say, no wait, we're uncomfortable with this, and feel that this doesn't qualify, you have indicated that they can say, or in fact it could be our obligation to actually make a motion to stop the discussion and to move it outside, and by a majority of the Council decision in there, it stops and it moves outside. Is that correct.

Ms. Brennan said, "That's correct."

Mayor Gonzales said, "So it's upon us individually to own up to our own responsibility as elected officials to stop a discussion that's going on and to be able to try and move, which that was not done during the Executive Session when we were in Executive Session. So I just want to make sure. It was good for me to understand that, because I do want to be able to know that if there is a discussion that's going on that I don't agree with, or I think should be outside, I want to be able to pose that to the Council and to ask that it be stopped through some formality. I do also want to make sure that we go back to what we had started and that is making sure that we are listing items that we are discussing in Executive Session for the public so that we don't find ourselves coming back out on this. It's something that you and I need to make sure that we're, and Yolanda, that we're able to post it appropriately. Okay. Roll call on the motion."

**VOTE:** The motion was approved on the following roll call vote:

**For:** Councilor Bushee, Councilor Dominguez, Councilor Ives, Councilor Lindell, Councilor Maestas, Councilor Rivera, Councilor Trujillo and Mayor Gonzales.

Councilor Bushee said, "Mayor, you didn't call on me, but I would like to say that I do believe that it's incumbent on the City Attorney Office to actually be more clear about what we are listing as items that go in Executive Session. I had a discussion with the City Attorney before that was listed, once we received an Attorney-Client Privilege Memo with regard to the topic, and challenged her at the time about why we would be going into Executive Session. And so I would just say that I will be bringing forward, after I work with Common Cause and perhaps the League of Women Voters, some changes to really tighten up how we are going to use the Open Meetings Act. I think it's incumbent on us to be as clear, crystal clear, as we can be about why we are going into Executive Session. And I know it's fairly liberal in its interpretation. I've been here to see many a City Attorney, I think misuse that provision. So I would suggest that we need to rely on the advice of the City Attorney's Office, first and foremost."

Mayor Gonzales said, "Agreed. And also, we need to accept our own responsibility that if we see something going on wrong in Executive Session that we use our voice and promotion to stop it and bring it out into the public domain. So let's go ahead and move on to other items from the Governing Body."

### **Councilor Maestas**

Councilor Maestas had no communications.

### **Councilor Bushee**

Councilor Bushee introduced a Resolution urging the New Mexico Department of Transportation (NMDOT), in the interest of public safety, to expedite the construction of the NM 599/Via Veterans (CR70 connector) Interchange Project. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "8."

Councilor Bushee said, "I am hopeful that Melissa will get the opportunity to find some cosponsors at the County because there are a lot of folks that have concern. There have been accidents there at the at-road crossing. Bicyclists use it, pedestrians use it. It's almost impossible to get across. It's really difficult. The hope is that it will speed up that possibility."

### **Councilor Ives**

Councilor Ives introduced a Resolution supporting an appropriation of 1.44 million dollars by the New Mexico State Legislature, during the 2015 Legislative Session, for the NM Grown Fresh Fruits and Vegetables for School Meals Initiative. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "9"

### **Mayor Gonzales**

Mayor Gonzales introduced a Resolution establishing a City of Santa Fe Veterans' Advisory Board that will address matters affecting veterans, propose solutions to address the needs of local veterans and advise the Governing Body on strategies and solutions on such matters. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "10."

Mayor Gonzales said there need to be some Legislative fixes to energy policy here in the State, and he asked Councilor Maestas, because of his involvement with the Municipal League and understands the Legislature, to help us come up with the statutes that need to be changed or amended to help create broader authority for the City of Santa Fe to determine its own energy future. He said this will be coming forward through Resolution for us to be able to prepare for the Legislature.

Mayor Gonzales said, "Kelley, so when, just to go back to the motion that I made on the Open Meetings, when will you fulfill the motion, basically stating the cause and the reason."

Ms. Brennan said, "I can work with Matt and *[inaudible]* to do a press release tomorrow."

Mayor Gonzales said, "So basically have it... and then have it maybe brought back to Council to enter into the record, or how..."

Ms. Brennan said, "Sure, or I can make a short comment."

Mayor Gonzales said, "Why don't you make a short comment so we get it into the record, and then have it released tomorrow if you can."

Ms. Brennan said, "Mayor, Councilors, on November 17, 2014, we received an offer to purchase the Homeless Shelter property at 2801 Cerrillos Road. An offer to purchase real estate is a basis for going into Executive Session. A second item discussing the Homeless Shelter which seems to have been confused with the first, there was some confusion and I asked for clarification regarding the term of the extension for the Homeless Shelter lease. The motion had been 'not less than two years,' which was not something I could put in a lease form, and I wanted to clarify whether the Council wanted two or three years. An extension of lease is a disposition of real estate, a lease is a disposition of real estate, the lease term is a material factor in that."

Mayor Gonzales said, "And both those items are outlined in the Open Meetings Act as being allowable for discussion in Executive Session."

Ms. Brennan said, "That is correct, and they were cited in the notice of the Executive Session that night."

#### **Councilor Dominguez**

Councilor Dominguez asked Mr. Snyder, regarding the Redistricting Commission, if we have sent out an RFP and if that's already been awarded, saying Mr. Snyder doesn't have to answer now.

Councilor Dominguez said, following up on an email he sent two weeks ago, he spoke with Lisa Martinez in the hallway about the manufactured homes that are popping up there on Lopez Lane and Rufina. He said there are two separate issues. One is to ensure what is there is complying with the City's litter ordinance, and the second is that it has been properly vetted through the proper procedure, so that ingress and egress are considered, etc. He said he needs follow-up on that.

#### **Councilor Lindell**

Councilor Lindell introduced a Resolution authorizing the continuation of the additional one dollar (\$1.00) parking fee at the Sandoval Parking Garage on all users after 6:00 p.m., on those evenings when the Lensic Performing Arts Center has events; and dedicating the additional funds for the support of educating local youth about the performing arts. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "11."

### **Councilor Trujillo**

Councilor Trujillo told Mr. Snyder, he was at Franklin Miles two weeks ago and it looks like a mine field. He said the pocket gophers are completely destroying what we are putting there. He said we need to look at all the parks, because kids and people will be out, and he doesn't want someone to step in a hole and get hurt.

Councilor Trujillo said he and his wife, along with Councilor Rivera, were able to tour the Higher Learning Center today. He said the City finally has a 4 year college with the partnership of UNM, NMSU, Highlands and AIA. He said this is great and is something for which this Community has waited for a long time. It's a fabulous facility so everyone should go and look at it.

Mayor Gonzales said it is a very nice facility.

### **Councilor Rivera**

Councilor Rivera said he was at a fundraiser at the Genoveva Chavez Community Center this past week. He walked around the facility and there seem to be leaks all around the walking track, and he noted bunches of towels on the floor in the gym which took quite a lot of space. He said they're working on the dehumidifier and asked for an update on that installation and what the impact will be – will it be necessary to close the pool for any length of time. He would like an update on that before that happens.

Mr. Snyder said he can give a brief update with more details as we get closer. He said it is the Dectron units that have been discussed at numerous committees and at Council. He said there are total of two Dectro units, and only 1/4 of the two is working properly. We are in the process of scheduling the replacement of those two units, noting the pool could be shut down for as long as a month. He said the High School meets and season is wrapping up in February, and they are working to schedule the replacement around the swim schedule and other things. He said more information will be forthcoming. He said the perceived leaks are because of the different humidity and zones within the facility.

Councilor Rivera asked if the wood floor has been damaged, and if they will have to drain the pool. He would like to know before that happens..

**END OF AFTERNOON SESSION AT APPROXIMATELY 7:15 P.M.**

## **EVENING SESSION**

### **A. CALL TO ORDER AND ROLL CALL**

The Evening Session was called to order by Mayor Javier M. Gonzales, at approximately 7:15 p.m. Roll Call indicated the presence of a quorum as follows:

#### **Members Present**

Mayor Javier M. Gonzales  
Councilor Peter N. Ives, Mayor Pro-Tem  
Councilor Patti J. Bushee  
Councilor Carmichael A. Dominguez  
Councilor Signe I. Lindell  
Councilor Joseph M. Maestas  
Councilor Christopher M. Rivera  
Councilor Ronald S. Trujillo

#### **Members Excused**

Councilor Bill Dimas

#### **Others Attending**

Brian K. Snyder, City Manager  
Kelley A. Brennan, City Attorney  
Yolanda Y. Vigil, City Clerk  
Melessia Helberg, Council Stenographer

### **F. PETITIONS FROM THE FLOOR**

**David McQuarie, 2997 Calle Cerrada** asked Councilor Bushee, regarding the presentation on the trail at Camino Cruz Blanca the reason the Committee on Disability didn't receive the courtesy of being notified of this action. He said it does meet the requirements of a certain dollar amount. *[inaudible]* He said there is a City document that specifies that the disabled are not supposed to use the trails behind the High School, and are to use the sidewalk along Siringo Road. He said Councilor Bushee, as the Chair of the Bicycle and Trail Advisory Committee to please give them an answer because they can't get an answer from the City. In September there was news release about ramps. He met with the City Manager about the reason there is not a crossing at Zia Road. He said it is ludicrous to say you can't cross Zia Road from Galisteo to Yucca except at the light, noting the closest light is at Zia. He said something about disabled covering everything including wheelchairs, and being discriminated against because don't have wheelchairs. People that use mobility devices cannot use the sidewalks for access to the County Courthouse, we have to use Cerrillos Road going to the Railyard.

Councilor Bushee invited Mr. McQuarie to attend the BTAC meeting next Wednesday.

Mr. McQuarie said he has a hard time getting around.

Councilor Bushee said he can send a representative or send something in writing.

**Arthur Firstenberg, 102 Agua Fria.** Mr. Firstenberg said, "In 2005, Verizon built a cell tower with no zoning permission and no building permit, on top of a one-story warehouse in the middle of a residential district. Verizon disguised it to look like two air conditioner units, so no one would know it was there and no one would now that are antennas inside. When the neighbors found out 8 years later, they were outraged. Many people who have been sick since 2005, without knowing why, and a few have died. I knocked on every door within one block of that cell sit. 3 people have colon cancer, others have breast cancer, heart disease, memory disease, lung disease, Parkinson's disease. A little boy has a rare form of anemia, a little boy has seizures, *[inaudible]* people are finding dead birds in their yards. Nobody is sleeping and every single person on that block has insomnia. Everyone has headaches. No one feels well. In my 19 years of fighting cell towers, I've never seen anything like it. I measured the radiation levels across the street and it's 1,000 times higher than at my house. On October 30m 2013, the City granted Verizon permission to upgrade that illegal facility. Fifty-one people who live on that block got their signatures notarized and appealed. There appeals were required to be heard at the next available City Council meeting. Instead, the Land Use Department gave Verizon a building permit, retroactive to 2005. On August 8, 2014, the neighbors appealed that decision too. That appeal was never heard either. There are now 66 appellants, including everyone who works at the *[inaudible]*. I met with the City Attorney 3 weeks ago and demanded due process for these constituents. She told me that, after all this time, she was going to recommend dismissal of both appeals without a hearing. I expect this will be on the agenda at your next meeting. These people should have their grievances investigated and not dismissed. They have followed the rules and have had enormous patience. They have the right to a public hearing. Whatever you ultimately decide, they have a right to due process of law. Thank you very much."

**Ben Chavez, Plaza Vendor,** said he is a Plaza Vendor, but his petition has nothing to do with vending on the Plaza. He would like for the City to start looking at a lot of the handicapped stickers people are using in the City, parking downtown and taking up a lot of room that should be for tourists or people that really need them. He said, "I personally have seen people that have these handicapped stickers for their cars to stay parked on City meters all day long. There is such thing as loading permits if you really need that to load and unload. Some of these people are even healthier than I am. But you guys are losing a lot of revenue by allowing this. And I'm just asking for you guys to please take a look at this, because it's really being abused out on the Plaza."



**G. APPOINTMENTS**

**Human Services Committee**

Mayor Gonzales made the following appointment to the Human Services Committee:

Brian Serna – to fill unexpired term ending 03/2016.

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to approve this appointment.

**VOTE:** The motion was approved unanimously on a voice vote with Mayor Gonzales, Councilors Bushee, Dominguez, Ives, Lindell, Maestas, Rivera and Trujillo voting in favor of the motion and none against.

**Santa Fe Regional Juvenile Justice Board**

Mayor Gonzales made the following appointment to the Santa Fe Regional Juvenile Justice Board:

Aaron Garcia – to fill unexpired term ending 03/2015.

**MOTION:** Councilor Bushee moved, seconded by Councilor Ives to approve this appointment.

**VOTE:** The motion was approved unanimously on a voice vote with Mayor Gonzales and Councilors Bushee, Dominguez, Ives, Lindell, Maestas, Rivera and Trujillo voting in favor of the motion and none against.

**Bicycle and Trail Advisory Committee**

Mayor Gonzales made the following appointment to the Bicycle and Trail Advisory Committee:

Paul Cooley – to fill unexpired term ending 06/2016.

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to approve this appointment.

**VOTE:** The motion was approved unanimously on a voice vote with Mayor Gonzales and Councilors Bushee, Dominguez, Ives, Lindell, Maestas, Rivera and Trujillo voting in favor of the motion and none against.

### **Mayor's Youth Advisory Board**

Mayor Gonzales made the following appointments to the Mayor's Youth Advisory Board:

Alicia Trujillo (Santa Fe High School) – to fill unexpired term ending 12/2016; and  
Rudy Flores (Santa Fe High School) – to fill unexpired term ending 12/2015.

**MOTION:** Councilor Maestas moved, seconded by Councilor Rivera, to approve these appointments.

**VOTE:** The motion was approved unanimously on a voice vote with Mayor Gonzales and Councilors Bushee, Dominguez, Ives, Lindell, Maestas, Rivera and Trujillo voting in favor of the motion and none against.

### **Parks and Open Space Advisory Committee**

Mayor Gonzales made the following appointment to the Parks and Open Space Advisory Committee:

James William Stodgel – to fill unexpired term ending 06/2017.

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to approve this appointment.

**VOTE:** The motion was approved unanimously on a voice vote with Mayor Gonzales and Councilors Bushee, Dominguez, Ives, Lindell, Maestas, Rivera and Trujillo voting in favor of the motion and none against.

### **Mayor's Committee on Disability**

Mayor Gonzales made the following appointments to the Mayor's Committee on Disability:

Sharon O'Neal Wirtz – term ending 01/2019; and  
Aurore Bleck – to fill unexpired term ending 01/2017.

**MOTION:** Councilor Bushee moved, seconded by Councilor Maestas, to approve these appointments.

**VOTE:** The motion was approved unanimously on a voice vote with Mayor Gonzales and Councilors Bushee, Dominguez, Ives, Lindell, Maestas, Rivera and Trujillo voting in favor of the motion and none against.

## **H. PUBLIC HEARINGS**

**DISCLOSURE:** Councilor Maestas said, "Mr. Mayor, if I may, I would like to read a statement into the record. I have disclosed that I have an interest in a family business that owns an inter-local dispenser liquor license in Espanola that is currently for sale and I stated that I will be recusing myself, until the family licenses is sold, from voting on any inter-local license transfer request, and from any discussion this body may have about inter-local transfer licenses in general. Although Item H(2) on tonight's agenda relates to the transfer of an inter-local license, only the ownership is changing. The license itself is not being transferred into Santa Fe and will remain in its current location. The City Attorney has advised me that she does not believe that is any real or apparent conflict. Nevertheless, in order to avoid any perceived conflict, I will recuse myself from participating in the matter of H(2)."

Mayor Gonzales asked if Item (1) is related to Item H(2), and Ms. Vigil said no. Mayor Gonzales said, "I just want to enter that in right now."

Councilor Maestas said, "That way, it's clear that I can participate in H(1)."

- 1) REQUEST FROM JAMBO CAFÉ, LLC, FOR A RESTAURANT LIQUOR LICENSE (BEER AND WINE ON-PREMISE CONSUMPTION ONLY – INDOOR ONLY) TO BE LOCATED AT JAMBO CAFÉ, 2010 CERRILLOS ROAD, SUITE #13. (YOLANDA Y. VIGIL)**

The staff report was presented by Yolanda Vigil, City Clerk, from her Memorandum of January 9, 2015, with attachments, to Mayor Gonzales and City Councilors, which is in the Council packet

### **Public Hearing**

There was no one speaking to this request.

### **The Public Hearing was closed**

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to approve the request from Jambo Café, LLC, for a Restaurant Liquor License (on-premise consumption only – indoor only) to be located at Jambo Café, 2010 Cerrillos Road, Suite #13, with all conditions of approval as recommended by staff.

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

**For:** Mayor Gonzales, Councilor Bushee, Councilor Dominguez, Councilor Ives, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

**Against:** None.

*Mayor Gonzales left the meeting temporarily and  
Mayor Pro-Tem Ives assumed the duties of the chair*

- 2) **REQUEST FROM SANTA FE FIRE WATER, LLC, FOR A TRANSFER OF OWNERSHIP OF INTER-LOCAL DISPENSER LICENSE #2773 (WITH ON-PREMISE CONSUMPTION ONLY) FROM ABIQUIU SAINT-FLOUR, INC., TO SANTA FE FIRE WATER, LLC. THIS LICENSE WILL REMAIN AT THE LOCKER ROOM, 2831 CERRILLOS ROAD. (YOLANDA Y. VIGIL)**

The staff report was presented by Yolanda Vigil, City Clerk, from her Memorandum of January 9, 2015, with attachments, to Mayor Gonzales and City Councilors, which is in the Council packet. Ms. Vigil said the location is not within 300 feet of a church or school, there are staff reports in the packet regarding litter, noise and traffic. She said staff does not anticipate any changes in litter and noise, or any unacceptable traffic impacts due to this request. Staff recommends this business be required to comply with all of the City's Ordinances as a condition of doing business in the City.

**Public Hearing**

There was no one speaking to this request.

**The Public Hearing was closed**

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to approve the request from Santa Fe Fire Water, LLC, for a transfer of ownership of inter-local Dispenser License #2773 (with on-premise consumption only) from Abiquiu Saint-Flour, Inc., to Santa Fe Fire Water, LLC, to remain at The Locker Room, 2831 Cerrillos Road, with all conditions of approval as recommended by staff.

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

**For:** Mayor Pro-Tem Ives, Councilor Bushee, Councilor Dominguez, Councilor Lindell, Councilor Rivera and Councilor Trujillo.

**Against:** None.

**Abstain:** Councilor Maestas

**Absent for the vote:** Mayor Gonzales

3) **CONSIDERATION OF BILL NO. 2014-36: ADOPTION OF ORDINANCE NO. 2015-1 (COUNCILOR LINDELL, COUNCILOR DOMINGUEZ , MAYOR GONZALES AND COUNCILOR IVES). AN ORDINANCE RELATING TO THE PLAZA PUSH CART VENDOR ORDINANCE; AMENDING SUBSECTION 23-5.5 SFCC 1987, TO CHANGE THE NUMBER OF LICENSES ISSUED AND THE TERM OF EACH LICENSE AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY TO CLARIFY THE ORDINANCE. (SEVASTIAN GURULE)**

a) **CONSIDERATION OF RESOLUTION NO. 2015-5 (COUNCILOR LINDELL, COUNCILOR DOMINGUEZ, MAYOR GONZALES AND COUNCILOR IVES). A RESOLUTION AMENDING RESOLUTION NO. 2002-79 TO CHANGE THE ANNUAL LICENSE FEES FOR PLAZA PUSH CART VENDORS. (SEVASTIAN GURULE)**

*Items 3 and 3(a) were combined for purposes of presentation, public hearing and discussion, but were voted upon separately.*

A copy of a proposed amendment to this bill, submitted by Councilor Lindell, is incorporated herewith to these minutes as Exhibit "12."

Sevastian Gurule presented information in this matter from the materials in the Council packet. Please see these documents for more specific information on this presentation. He noted that this bill will change the number licenses from 4 to 6, change the license term from 5 to 3 years, to improve the selection criteria, increase the space from 54 sq. ft. to 96 sq. ft., establish an annual minimum operation number of months and days and hours a vendor would be required to be on the Plaza, redefine how the Combined Reporting System tax returns are to be submitted to Santa Fe, increase annual fee from \$1,500 to \$3,000 and to establish a subsequent increase to the annual license fee of 2% per license term. He said, "For the record, there were two additional public hearings regarding this Ordinance amendment at the November 12, 2014 CBQL meeting and at the November 17, 2014, Finance Committee meeting. .

Mr. Gurule noted there are amendments in the packet as the result of public committee meetings, and he highlighted those amendments. He noted there is an additional amendment on the Governing Body's desks this evening [Exhibit "12"]. He said the amendments before the Governing Body are in the best interests of the City's existing and future vendors, and is fair and equitable to all who choose to participate in this unique program located in the heart of the City.

Councilor Lindell said they started working on this several months ago, and have had numerous meetings, two public hearings, and a number of amendments which have been incorporated into the final copy of the Ordinance. She thanked staff who worked closely with Mr. O'Reilly, Ms. Byers, Mr. Shandler, Mr. Gurule and Jenna Martinez. She appreciates staff's guidance and the number of hours they put into this and were always willing to listen to one more idea. She appreciates the work the cosponsors did on this legislation.

Councilor Lindell asked to have the public hearing prior to comments from the Governing Body.

### **Public Hearing**

#### **Speaking to the Request**

*Mayor Pro-Tem Ives gave everyone 3 minutes to speak to this request.*

**Michael Murphy, 4607 Solecita Loop,** said he has many problems with the changes. He said, "Councilor Lindell did say she has done some research, however I can tell you that no one has come to any of the City vendors to ask them questions about any of this. Some of the problems, it is obvious to us that little research was done, and much of it is going to affect the vendors. I'd just like to give you a quick comparison between Plaza vendors and other surrounding vendors in the malls. It is the comparison between the fees paid by a food shop in one of the malls on the Plaza and the Plaza vendor. The fees paid by the food shop include a Business License, a Fire Inspection, Health Inspection, Parking Permit, Loaders Permits and rent. None of these are included in the rate fee, utilities, heat, air, western access, security, a roof and a smoke free environment. The total for the year is about \$10,200 or \$850 a month. The food shop does not have to close or pay extra fees for special events on the Plaza, and does not have to shut down due to inclement weather. The shop is around 200 sq. ft. which comes to about \$4.25 per sq. ft. Plaza vendors also pay fees to operate on the Plaza."

Mr. Murphy continued, "The fees include a business license, plus a temporary business license for every special event on the Plaza. A Fire Inspection Fee for every special event on the plaza, a Health Inspection Fee plus an additional Health Inspection Fee for every special event on the Plaza. A parking permit times two for a trailer. Plaza vendors pay for a State Gas Inspection also. They also pay a Plaza Users Fee which does include the special events on the Plaza. This fee does not include a roof, electricity, heat, air, access to water or rest rooms, security or a smoke free environment. To be a part of special events on the Plaza, additional fees must be paid. Plaza vendors are required by the City to rent or maintain a commissary kitchen, the total of which is about \$11,400, or \$950 per month. This is for 54 sq. ft., which comes to 17.29 per sq. ft., compared to \$4.25 per sq. ft. for the food vendor in the mall. The proposed Plaza fee increase would raise the amount to \$19.90 per sq. ft. What is not included in the fee is the wear and tear on equipment that is exposed to the elements, wind, hail, extreme cold, etc. An example would be the high wind with gusts, and the wind and blowing dust can cause a Plaza vendor to have to discard any kind of product. The number of licenses is proposed to be increased from 4 to 6. We have to work with the space constraints given, but because no space is adequately allocated, vendors must deal with obstacles such as light poles, water fountains, electrical boxes, water control boxes, etc. And I'll stop right there and let my wife pick it up."

**Lynn Murphy, 4607 Solecita Loop, Santa Fe 87507,** continued with the statement of Mr. Murphy [Ms. Murphy's statement is, for the most part inaudible in places], "Mayor Gonzales, City Councilors, respectfully, and I am paraphrasing what is already in the body of work that we emailed to you and give

you a hard copy. The only problem with changing the number of vendors from 4 to 6 is in conflict with others who use the Plaza like Buskers and other special interest groups. With the changes to the Busker's Ordinance passed last year, Buskers are not allowed to set up within 50 feet of a vendor. Where will the new spaces be. What happens if the judgement process generates [inaudible]. A variety is lost and all that ensues is confusion and frustration. Then during the last judging process, the vendor that came in 5<sup>th</sup> place was another hot dog vendor was a competitor for the current hot dog vendor on the Plaza. Under the proposed pushcart ordinance he would have been awarded a spot and we would have had two hot dog carts operating on the Plaza. In fact, he actually brought a lawsuit against the City to add a food spot which was denied. By our research, many cities are charging smaller fees for their food vendors and restoring the number to two person blocks so the vendor has a good chance of surviving and being financially successful."

Ms. Murphy continued, "The current vendor license is proposed to be changed from 5 years to 2 years. There are multiple problems with the changes there. First of all, small businesses cannot run in a 2-3 year cycle. The vendors on the Plaza have [inaudible] on their spot in the Plaza. Businesses need the time to grow and build a customer base. They went through the judging process every year, they've created a revolving door on the Plaza that would not be desirable or sustainable. A very important point to consider is that being a part of this program is what constitutes the livelihood of a family. It pays the mortgage, business license even college tuition. [inaudible]. My husband and I won a spot on the Plaza in 2004, and found out that we had missed the judging by only a month. We waited for 5 years for the next judging process to come around and we received a Plaza license from 2010-2014. [inaudible] The proposed changes provides that only one person listed on the application is identified as one family member and one employee. Both can be changed during the license term. And obviously whoever wrote this has ever owned a business in Santa Fe. That just needs to be deleted."

Ms. Murphy continued, "I thank you for the time. The rest of this is already included in what we emailed to you and now we only have 3 minutes. What we are asking, if I could just finish, is that you consider the things we put in here and perhaps we need to sit down and revisit some of these things, and advise some of them. I appreciate Sebastian, some of those made sense. But there is still some work that needs to be done Councilor Lindell. And that you for that consideration, and thank you for not passing it tonight."

**Andrette Tecondeta (sp)**, said she works on the corner of San Francisco and Lincoln. She took a different route. She said, "I contacted Sebastian and I really appreciate, and it's like talking to Jethro when you're talking to me. And he sat for over an hour and went through each item and explained everything to me. So I'm okay with a lot of what's going on, and sure the revisions should be fine. But the other thing is, I also called Councilor Lindell and spoke with her on numerous occasions and she was more than willing to speak about it and more than willing to offer my input. She took my input and we actually decided a lot of the amendments that are going in were things we decided together, the 3 of us. I just feel bad that everybody didn't take that opportunity to make some phone calls to remedy the situation before we came here to the meeting on the last meeting of this whole process. So I just want to thanked Sebastian, Jenna

and Councilor Lindell for being open and open minded and allowing me to access them and tell them my concerns, and worked me instead of just closing that off. And I wish everybody had taken the opportunity, called up or made an appointment to speak about this amongst us rather than bring it out in front of everyone. So thank you."

**Edwin Ramos** said he own La Cocina and has tamales. He has been coming to Santa Fe for 6-7 years to be a vendor on the Plaza. This is a great opportunity for a lot of us. He said he doesn't know the whole content of the Resolutions and he would like to have a copy of them so he can understand what are the commitments and guidelines. He has he has always wondered about City Different and this gives him an opportunity and other members of the constituency to participate in downtown Santa Fe. He said they are doing good for us to participate and a fair opportunity with what we have to offer. He said, "I just came to say that to you guys and to thank you."

### **The Public Hearing was closed**

*The Governing Body commented and asked questions as follows:*

- Councilor Bushee asked how they arrived at the fee increase.

Mr. Gurule said he and his staff, working with Legal identified the costs and staff dedicated to administer this program. Additionally they worked closely with Matt O'Reilly to get the fair market value of having a business on the most prime real estate in the State of New Mexico.

- Councilor Bushee said she would like more detail of Mr. O'Reilly's thinking. She said her view and perspective is the reason for the Plaza Vendor Program is to have moderately priced, accessible food and crafts to visitors and tourists. It is prime real estate for sure. She said these people are out in the cold, rain, snow and heat, and providing what she considers to be a service to our visitors. She understands we have prime real estate, but she doesn't think you can equate the two. Either we don't have the program or we do, but she is uncertain it can be categorized in the same vein or light as a high end downtown shop. She this is similar to the short term rental where we just picked a fee, and she wants to understand the justification of that fee.

Mr. Gurule said the Ordinance requires a minimum of 8 months to be on the Plaza which is \$240 per month, or \$12.50 per day which is what the fee would be.

Matthew O'Reilly said, "With regard to the way the fee was calculated. There were two parts of the fee. There was what Sev alluded to just a few minutes ago, which is the actual cost of the City to actually administer this Ordinance, and so part of the fee was that. The other part of the fee was an assessment of the actual value of land at the Plaza, which is how the City goes about figuring out what to charge people when they want to lease or purchase parcels of City property."



- Councilor Bushee asked the percentage of increase of the current fee – what percentage more we are asking the vendors to pay..

Mr. O'Reilly said the current fee is \$1,500 and we are asking them to \$3,000.

- Councilor Bushee said then we've doubled the fee.

Mr. O'Reilly said, "That's what Ordinance proposes."

- Councilor Maestas said he supports the general intent to provide additional opportunities, to add more vendors, but thinks we should talk about the current cycle for permits. He said, "It was a November application, right, at the beginning of the following calendar year, and now we're going to a shorter term with an April application period. Correct. So what's the status of the current licenses that just expired at the end of the last calendar year. Did we notify them and tell them we're changing the cycle of the permitting process and such."

Mr. Gurule said currently, the Ordinance as it exists allowed the City Manager to grant extensions twice up to 6 months each time. The City Manager has exercised that to allow us to get through this Code amendment process. He said he sent a letter to the vendors in November notifying them that as we were going through this process their licenses were being extended with no additional cost until we get through the licensing process. He said because we are approving the amendment in January, we will be advertising applications in February, accepting applications in March, scheduling the selection process in the second to last week in April, and license jury process will be calculated, with the award of licenses late May/early June to be effective on July 1<sup>st</sup>.

- Councilor Maestas said when he was approached to consider support, he wanted to be sure no current vending permits would be cut short. He said he heard in public testimony that some aspiring vendors had to wait their turn. He said, "Can you reiterate that no current permits were cut short."

Mr. Gurule said, "That is correct. No current license term has been cut short, and as a matter of face it has been extended an additional time up to 6 months.

- Councilor Maestas asked the reason the permits are staggered.

Mr. Gurule said, "The permits for the Pushcart Ordinance are all going through the same licensed term, they're not staggered from one another."

- Councilor Maestas said but there are two seasons – 2015-2017 license term.

Mr. Gurule said we are going from a 5 year license term to a 3 year license term.

- Councilor Maestas asked Mr. Gurule how this is going to work with the amendments we made to the Busker's Ordinance, noting we did create buffers around the vendors. He asked if it will work in adding the additional vendors, and if staff has scaled out the Plaza to make sure this will work and that we're not putting the Busker's in a situation where they can't comply with the buffer since we're adding the density of vendors.
- Mr. Gurule said Mr. O'Reilly and Jenna went out after one of the meetings and looked at the Plaza and identified locations for the additional vendors. It is his understanding, "That in addition to the People to the Plaza Initiative and closing access to the Plaza between Memorial day and Labor Day we have plenty of space to add additional vendors and not conflict with the Busker's Ordinance amendments."

Councilor Maestas said he is satisfied with the public involvement and hearings, but he is concerned there are only 4 vendors, and asked why we didn't send them a letter advising of the proposed amendments and ask for feedbacks. He can appreciate that they have worked on this for a long time, but with only 4 vendors why didn't we send a letter, or did we send a letter.

Mr. Gurule said they didn't send a letter to them directly, but they had several conversations with them directly as they were preparing and asking questions about the upcoming jury process. He said, "I feel confident that we did have very thorough communications with all the existing vendors, through email, verbally or in person about the potential Code amendment, the time frame. In November, I sent them an email identifying all of the meeting dates, and potential due dates for the selection process. So we did not send a letter to them, but we had several communications as I mention notifying them of the upcoming Code amendment, and what they can expect from the City, as the Code identifies that the selection process in November. And I feel very confident we've had that communication with them in notifying them of what to expect now."

- Councilor Maestas said we decided to revisit the permit price and allocate more accurate costs to make sure the permit reflects accurate costs. He asked if we are going to do this City-wide for all permits, because he wants to make sure this is fair across the board, and try to make a similar effort to quantify the actual costs relating to Plaza Vendors. Can anyone address what we're doing City-wide, because he doesn't want this to be an isolated thing and continue the *status quo*, for every permit and fees that are too low. There is an equity issue for him.

Ms. Brennan said, "By law, we are required by law to assess fees based upon costs. Our fees cannot exceed the cost of delivering service that the fee relates to regulating. And that's the difference between a tax and a fee. And so, whenever we evaluate a fee or re-set a fee, we have to study the costs. Most of our fees are under cost."

- Councilor Maestas said he saw no breakdown that justified the proposed fee, but he would like to see what different parts of services relate to certain portions of the total fee, to understand the proposed fee, because right now he just sees it as doubling.
- Councilor Rivera asked why the Fire Inspection fee for special events is assessed, noting a gentleman brought that up earlier.

Mr. Gurule said he doesn't know what the fee is and if it is charged to them. During the special events, he would assume it is during the Spanish Market, Indian Market. When he worked in Business Licensing, the fee was \$25 or \$50.

Mr. O'Reilly said the Fire Department charges fees during special events, because one of the things they do is to go out and sure there are clear aisles, access ways for emergency vehicles to get to different places and such. That is part of what happens during every event at the Plaza, or the Rodeo or a carnival. It's something the Fire Department has always done to maintain public safety. He understands they charge a fee for that but doesn't know the amount.

- Councilor Rivera said these vendors already are being charged an initial inspection fee and not really changing the way they do business during special events, and is unsure the reason they are being charged an additional fee.

Mr. O'Reilly said, "The Plaza pushcart vendors don't operate in the spaces they do normally, so during special events they are in a completely different location. Sev tells me they also are located in tents and such. That is the reason the Fire Department plays a very important role in making sure everything is safe for those special events, he believes they do charge a fee for that."

- Councilor Rivera asked if Councilor Lindell would consider a change to include the Fire Inspection Fees as a part of the rent
- Councilor Dominguez asked if the Fire Inspection Fee for special events is charged to each individual vendor, to the special event itself. Or if it is something you charge the event organizers and they pass it to the vendor.

Mr. Gurule said it is a combination, but it is controlled by the sponsoring organization which is paying for the certificate of occupancy for the event itself. They charge individual fees or space fees to each vendor whether they are selling food, merchandise or arts and crafts.

- Councilor Dominguez said, for clarification, if the special event is passing that fee to the vendor, that isn't the City's issue. He said when a special event applies, they have to provide a layout of their event. He asked if Fire Department charges each vendor or do they charge the organization.

Mr. Gurule said they will charge each individual vendor, because they have a 10 X 10 space, and a larger space he would imagine takes more or larger propane tanks, for example. He said there is a larger amount of food in that space.

- Councilor Dominguez said the fees are for the benefit and protection of the public.

Mr. Gurule said those fees are not mandated as the result of this program, but are the result of their participation in special events, such as Fiestas, where there are 50,000 to 60,000 people in a 3-day period of time, and the amount of food prepared is significantly more.

- Councilor Dominguez said then it's not fair to compare one to the other, because these are two totally different situations.
- Councilor Trujillo said he sees this as a double charge for the Fire Inspection Fee. He said the City doesn't charge the Fiesta Council for the use of the Plaza, and in addition gives them money as well. He said and then they're passing the cost to the vendors.

Mr. Gurule said he doesn't know the details of what costs are passed on. He said his experience is they accept \$10 for the license for a special event and pay the City, and retain the space for their own benefit. The Fire Inspection fee depends on the use and size of the space, and what is being used. He said you are going from a 54 sq. ft. space on the Plaza, as compared to a 10 x 10 space which has a larger cooking surface area, a large amount of propane and the safety of the food.

- Councilor Trujillo said he understands if they are changing things, and bringing in more propane bottles and such. However, if they aren't deviating from what they're doing and have gone through the inspection, and stayed in compliance, he doesn't see assessing an additional Fire Inspection fee.

Mr. Gurule said it is important to note that the requirement for the fire inspections during these events is a requirement because of the event itself. He said anyone else participating as a vendor would have to go through the inspection because of their participation in the event.

- Councilor Trujillo understands that for special event, but we already know all about these vendors. He said he thinks it's a double charge if they stay in compliance.
- Councilor Dominguez said he agrees with Councilor Trujillo. And if it is the same vendor in the same space, doing the same thing they do every day, that's one thing. He asked how many visitors we get on a daily basis for the special events.

Mr. Gurule said he doesn't know.

- Councilor Dominguez said during the special events there are more visitors, and by that fact, it all changes. You can have the same space, the same operation, but that the fact there are more people on the Plaza is a change in itself. He sees this as the difference. He would agree if nothing changed, if it's all the same, then we probably should assess one fee, or the same fee. But the mere fact that we have more visitors, more people visiting a vendor during a special event changes the dynamic, and the safety issues are probably a little different to consider. You have more people.

Mr. Gurule said the during day to day participation in the Plaza Vendors Program, the existing vendors have a pushcart which they can wheel it in and then load it and be gone. During the major commercial special events, such as Fiestas, there is now a 10 X 10 space. You have walls that are going up that fit within that space. The potential for safety concerns or danger is larger, just because of the structure where the food is being prepared and sold is different.

- Councilor Dominguez said the safety requirements aren't "willy nilly created by City staff." There are Codes that dictates the fact that when you have more people, it means you have to have different safety measures or safety considerations.
- Mr. O'Reilly said, "That is exactly right. And that is the reason we have a Fire Marshal and Fire inspectors. The difference here is that when the Plaza pushcart vendors are on the Plaza, there is no one around them. And when we have these special events, there are literally hundreds of vendors 'cheek to jowl' right next to each other. And what the Fire Inspectors are looking for through the International Fire Code which the City has adopted as its Code, are separation requirements, distances between things, relationships to cooking surfaces, to canvass and other things that may be above cook tops. All kinds of things like that the Fire Inspectors have to look for and they are tremendously magnified when you have that many vendors that close to each other in a small proximity with thousands and thousands of people milling around. And that is the function, the public safety purpose that is accomplished by the fire inspections."
- Councilor Dominguez said that clarifies it for him. He was having trouble trying to figure out where we really could compare the two, and it sounds to him although there is some comparison, just the mere fact that you have more people makes it a little difficult to compare them as the same.
- Councilor Bushee asked how many special events are there where we don't allow those vendors to sell their products.

Mr. Gurule said 3, the Spanish Market, Contemporary Spanish Market, and the Indian Market which has its own set of food vendors.

Mr. Gurule clarified that the Code does allow the current vendors to submit application for inclusion for those special events.

- Councilor Bushee said the point is that we don't allow them to sell in the majority of special events, because there are other vendors that come in and do that, noting it isn't allowed during Community Days, the Pancake Breakfast and other events.

Mr. Gurule said those are requirements by the sponsoring organization that have leased the entire Plaza area, and it is not a City requirement. Our Code does allow them to submit their application.

- Councilor Bushee said there are inconsistencies in some of our arguments. She said, "And Councilor Rivera, with respect, we just dealt trying to clean up, in Public Works, the fact that we waived all the fees for children playing with Leagues. There are huge costs involved with that, and we don't recoup the costs when we feel that it's a service we really want to be able to provide to people that can't afford it. I have to say it's a 100% increase. And I can guarantee you... and while it's important to deal with this now, because I'm pretty sure we're moving on to the next round of Plaza vendors after this one, and I think it's precedent setting. And I have yet to see any of these folks out there getting rich. In fact, there are days when I see not a customer. And I thought the idea was people on the Plaza, more liveness. People love the tables and chairs and that's so they can sit and eat the food that they're buying on the streets. I feel like we're missing the spirit here behind this, and on top of that to put a 100% increase with no real warning. I'm going to make an amendment and hope you support it. This is a 100% increase and I just don't feel it's fair at this juncture."

**MOTION:** Councilor Lindell moved, seconded by Councilor Dominguez, to adopt Ordinance No. 2015-1.

**FRIENDLY AMENDMENT:** Councilor Bushee proposed to reduced the suggested fee to \$2,000, which is a \$500 increase and retain the 2% CPI, and "I'm amending any and all that are necessary to change the feet from \$3,000 down to \$2,000."

**CLARIFICATION:** Mayor Pro-Tem Ives said for clarification Councilor Lindell's motion was in regard to the Ordinance.

Councilor Lindell said that is correct and she assumes we need to do them one at the time

**COUNCILOR LINDELL SAID THE AMENDMENT IS NOT FRIENDLY BECAUSE IT IS NOT GERMANE TO THE ORDINANCE THAT I MADE THE MOTION ON.**

Councilor Bushee said, "So we're talking about the whole thing, one is the admin. Are we not talking about everything at once.

Mayor Pro-Tem Ives said we are looking at a motion on the Ordinance, not the Resolution.

Councilor said there is an amendment page, "but I guess that goes to the Resolution."

Councilor Dominguez said, "As the second to the motion, Mayor Pro-Tem, I just want to clarify that I agree with you Councilor Bushee, if we could give everything away for free there's definitely some advantage to that. My comments were not directed to the fee for the users. My comments were specific to the Fire Inspection Fee."

Councilor Bushee said, "I get that."

Councilor Dominguez said, "I just wanted to make that clarification. And I had wanted to clarify that the majority of the special events, I don't see any of those vendors out there."

*[Councilor Dominguez's remarks here are inaudible]*

**FRIENDLY AMENDMENT:** Councilor Rivera said he would like to amend the motion to waive the Fire Inspection Fee for the vendors that have a license as long as they stay doing business the way they do business on an every day basis. **THE AMENDMENT WAS FRIENDLY TO THE MAKER AND SECOND, AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE GOVERNING BODY..**

Responding to Councilor Bushee, Mayor Pro-Tem Ives said it was an amendment to the Ordinance.

Councilor Bushee asked if that is in the Ordinance or the Resolution.

Councilor Lindell said, "That's the Ordinance. The Resolution only deals with the license fees."

Zachary Shandler, Assistant City Attorney, said "I don't know how to write that, so let me take a minute to figure it out. So right now this Ordinance is for the right to be on the Plaza, and the Fire Marshal I guess comes at the beginning of their term and makes sure they're not going to burn the Plaza down, and that's this part of this Ordinance. What I've heard today is that some people, the entrepreneurs, are also participating in these special events. And when they participate in these special events, they see the very same Fire Marshal saying, hey you just saw me on the Plaza, why are you double charging me. So it seems like if you're double charge, you should focus on the Resolution that deals with special event fees, and that's where the exemption should be."

Mr. Shandler continued, "I'm not sure how we would write it as it is now, because it would be something like you get the \$2,000, except the \$35 discounted, but we don't know how many special events you're going to have that you're going to participate in. So it would be hard, I think, for staff to write. So I wanted call to your attention that it probably needs to be in a different place."

Councilor Rivera said what about saying the inspection fees would be waived if these 5 vendors were allowed to participate in a special event.

Mr. Shandler said you are still putting it in the wrong place.

Mayor Pro-Tem Ives said, "The point that is being made is that there are sometimes participation in events which will entail a vendor moving to a different space and when you gas tanks, when you move burners, that's when the Fire Marshal needs come back in and do a reassessment. So I think the intent of the amendment was to cover only those instances where the vendor has not moved or changed their setup and presumably has not disturbed anything such that the Fire Marshal the need to come back and reevaluate. I see Councilor Rivera nodding his head."

*Mayor Gonzales returned to the meeting*

Councilor Trujillo said, "I guess we have a Special Event Ordinance. Right. We do. Okay, so I guess that's what we're looking at. Melissa. If we can looking at revising that. I guess the question I also had on that, is we're talking about configuration. Now if the event they're going to... they put them into a tent or a wooden structure. Technically, their configuration has changed, right. So they would be charged on that basis. Now if it they stay and there is nothing overhead, they have their umbrella, they have their push cart, nothing has changed, yes you have people next to you of course, but the configuration didn't change, they wouldn't be charged. Right. That's what I want to get to.

Mr. Shandler said, "I think that's what the Mayor Pro-Tem just said. Yes. I agree."

Councilor Trujillo said if we want to bring that forward, he and Councilor Rivera can work on that.

Councilor Dominguez said the motion is that we actually include that into this legislation.

**WITHDRAWAL OF FRIENDLY AMENDMENT:** Councilor Rivera said, "So I'll withdraw my amendment, and ask staff to bring back language in the proper place that deals with the intent of what we're trying to accomplish here."

**CLARIFICATION OF THE MOTION BY THE CITY CLERK:** Ms. Vigil said, "And this would include the amendments in the packet as well. Councilor Lindell said yes.

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

**For:** Mayor Gonzales, Councilor Bushee, Councilor Dominguez, Councilor Ives, Councilor Lindell, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

**Against:** None.

**Explaining her vote:** Councilor Bushee said, "Yes, but I will deal with the Resolution and the fees."

*Mayor Gonzales assumed the presiding duties*



**MOTION:** Councilor Lindell moved, seconded by Councilor Ives, to adopt Resolution No. 2015-5.

**MOTION TO AMEND:** Councilor Maestas moved, seconded by Councilor Bushee, to reduce the fee for the 2015-2016 term from \$3,000 to \$2,000, and thereafter a 2% per year increase thereafter..

**DISCUSSION:** Councilor Maestas said, "Consistent with my comments earlier, I think had we really seen the breakdown and the justification for the increase, I think I would have been more apt to support it, but this a lot of change for a very few vendors. I think this is like a triple whammy, and so I really think we can at least reduce some of the pain and show some flexibility in reducing the fee. I think in the future, if we're really serious about trying to reflect costs, then I think it needs to be broken down, especially if it's a significant increase like this one. And then, I think in the future, any time we waive fees and if that's the role of the Governing Body, I think we need to at least discuss the cost of those fee waivers. I want to be consistent across the board, but it seems like maybe we're not. And that's another reason I'm supporting, at least making this motion to reduce the proposed fee from \$3,000 to \$2,000."

**VOTE ON THE AMENDMENT:** The motion failed to pass for lack of a majority vote on the following Roll Call vote:

**For:** Councilor Bushee, Councilor Maestas, Councilor Rivera and Councilor Trujillo.

**Against:** Councilor Dominguez, Councilor Ives, Councilor Lindell and Mayor Gonzales.

**Explaining his vote:** Mayor Gonzales said, "I'm going to vote no, but in the hopes that we would look at for a different amendment. I understand the need to reduce the amount on the first year, but I do think the escalation where Councilor Lindell wants to go, I'd like to see that happen sooner. I would support it going to \$2,000, so the effect isn't in the first year, but there's time to plan and then to be to move it to in year 2, or in the 2017-2018 term \$3,000, and then the 2% thereafter. The way the motion was, we would still lag way behind from what some type of market rate component should be. But I also agree with you that there should be time to allow for preparation for the larger fee coming in, so, I don't know that I could I make it a motion. Can I make motions. I don't think I can yet, I just get to vote.

Councilor Maestas asked if the motion failed.

Mayor Gonzales said the motion failed.

**MOTION TO AMEND:** Councilor Lindell moved, seconded by Councilor Ives, "that during the first three-year term that the fee be \$2,000, after that, the fee will go to \$3,000 with the 2% increase by term."

**CLARIFICATION:** Councilor Ives said, "I would like to clarify. You're saying that simply in the first year, it's the \$2,000, but in the second year, it goes up to \$3,000, and the 2% begins kicking in after that."

Councilor Lindell said, "Correct."

**FRIENDLY AMENDMENT:** Councilor Bushee said she would ask for a substitute motion that we go from \$2,000 to \$2,500 to \$3,000 by the year 2020, and that we have a review after the first year and we will see how it's work. The idea or the spirit of the intent of people to the Plaza and having liveliness and music and food is what everybody says they want. A downtown Plaza. I would just suggest that we ease into this. **THE AMENDMENT WAS NOT FRIENDLY TO THE MAKER.**

**MOTION TO AMEND:** Councilor Bushee moved to go from \$2,000 to \$2,500 to \$3,000 by the year 2020, with the CPI of 2%, with a review after the first year.

**CLARIFICATION:** Mayor said, "So the CPI wouldn't kick in until after year 3."

Councilor Maestas said it would be fixed, \$2,000, \$2,500 and \$3,000.

Mayor Gonzales said then in year 4 it would be the \$3,000 plus the CPI and Councilor Bushee said that is correct.

**CLARIFICATION:** Ms. Byers asked for clarification since she will be writing the amendment. She said, "So are you talking \$2,000 for the term of 3 years or \$2,000 for the first year."

Councilor Bushee said it is for the first year.

Ms. Byers said, "And then \$2,500 and then \$3,000, so at the third year it will be \$3,000."

Councilor Bushee said that is correct.

**SECOND.** Councilor Maestas seconded the motion.

**CLARIFICATION BY THE MAYOR:** Mayor Gonzales said, "So end of the first term, 3 years, year one would be \$2,000, year two would be \$2,500 and year 3 would be \$3,000. Going into the second term it would be \$3,000 plus the 2% CPI at that point."

**DISCUSSION ON THE MOTION TO AMEND:** Councilor Maestas said, "I just think this is more gradual and going from \$2,000 to \$3,000 in one year is still a lot of shock."

Mayor Gonzales said, "Councilor Bushee you asked for a review after year one, or the first term."

Councilor Bushee said, "The first term. I think you're going to be surprised. Not everybody wants to be out in the sun, the rain, the wind and not necessarily make a lot of money. You want quality vendors and you want people to have accessible, affordable food at this point. And knowing this is probably just the beginning because there's the rest of the vendors to deal with, I would just suggest a gradual effort, that's all."

Councilor Dominguez said, "So, this is on the substitute motion. I guess one of the questions that I have is do we actually gather data about the profits that are made by these vendors."

Mr. Gurule said we do not gather information about the total profit that is made by the vendors.

Councilor Dominguez, "So we really don't know how much these vendors are making. For all we know they are making either nothing or a whole lot."

Mr. Gurule said, "Correct. Now, with the Code amendment, the requirement for reporting the CRS has changed, and we will be gathering that information."

Councilor Dominguez said, "I would like to make sure that information is provided. The reality is that if these vendors don't participate, a vendor will participate and they'll pay, quite frankly, whatever price they have to pay to be able to participate. And I just also want to make the clarification that there is a difference between providing services for free for children versus services for a profit organization or company. I think we need to make that difference distinct. People to the Plaza is one thing, making money off people on the Plaza is something else, and providing free services to children is something entirely totally different, so I just want to say that. I stand in favor of the substitute motion."

Mr. O'Reilly said, "To clarify, I believe the motion made some reference to CPI."

Mayor Gonzales said, "I did. For clarification that it would just be the fixed. I apologize. Thank you for the clarification. I did say the CPI, but it would be fixed, Councilor Bushee correct me if I'm wrong, but it would be fixed at the end of year 3. When we go into year 4, it would be \$3,000 plus the 2% and every year thereafter it would be 2%."

Councilor Bushee said, "Well, after the review."

Mr. O'Reilly said, "The intent was that the 2% would go up every term, but not every year of the term."

Councilor Bushee said, "After the term, but after the review."

Mayor Gonzales said, "There will be a review at the end of the term, but at the second term it will be set at \$3,000 plus the 2%. And then, of course, the Council at any point can change the fee structure by Resolution."

Mr. O'Reilly said, "And Mayor, just to be clear, those amounts are already specified in the Resolution. So when you look on page 2, you see the 2017-2018 term at \$3,060 which represents \$3,000 plus 2% and the 2019-2020 at \$3,121.20, which represents the 2% on top of that, but it's for the term."

Mayor Coss said, "I think that's a good clarification, but right now, we would be replacing each of those numbers with \$2,000, \$2,500 and \$3,000 for the first term."

Mr. O'Reilly said, "Mayor, members of the Council, my understanding is that for the 2017-2018 term and the 2019-2020 term, the numbers would be as indicated in the Resolution."

Mayor Gonzales said, "No."

Mr. O'Reilly said, "But for 2015-2016 term the intent is that the rent fee would go from \$2,000 to \$2,500, to \$3,000 at the last year of the first time."

Mayor Gonzales said, "I'm a little bit confused. Sorry. Because what I'm looking at is 2015-2016, it says term, but I'm seeing that as one year. And I understand 3 years is one term, right. So, to keep it simple, I think Councilor Bushee, if you're all right with it, 2015-2016 would be \$2,000, 2017-2018 would be \$2,500 and 2019-2020 would be \$3,000."

Councilor Bushee said, "Yes. That's my intention. And then after those increases, when we get to \$3,000 we have a review."

Mayor Gonzales said, "Oh we skipped... there's 2016-2017, and then 2018-2019. So, all right. So in 2015-2016 would be \$2,000, the next year 2016-2017 would be \$2,500, 2017-2018 would be \$3,000. At the end of 2018, for 2019-2020, it would be the \$3,000 plus the 2%. Yes. No. Yes, sorry."

Mr. Snyder said, "Then it falls back into to what Matt O'Reilly was talking about within the Resolution. Starting in 2018-2019 you have \$3,000 plus the 2%, in 2019-2020 you have \$3,000 plus 2% whatever that is, and those numbers are spelled out in the Resolution as Matt referenced."

Mr. Gurule said the Resolution itself has been amended. There is an amendment sheet that identifies the actual 3-year term, rather than the 2-year term, so the amendment sheet is right before the Resolution, page 20 of the packet. So the first license term is identified as the year 2015-2017, that's the first 2-year term, the next 3-year term is 2018-2020, and the third 3-year term is 2021-2023.

Mayor Gonzales said, "So for 2015, however we do this. 2015 and Councilor please make sure you correct me, so in 2015 it would be \$2,000, 2016 – \$2,500 and 2017 – \$3,000. Is that okay?"

Mr. Gurule said, "That's what I understand."

**CLARIFICATION OF THE MOTION TO AMEND BY THE MAYOR:** The motion was made to amend the Resolution itself, so if we could have the Resolution reflect, if this is passed, that what I just stated that in year 2015 it would be \$2,000, in year 2016 it would be \$2,500 and in year 2017 it would be \$3,000, and then after that the terms can kick in as is stated in the Resolution.

Mr. Gurule said yes.

Mayor Gonzales said, "Councilor Bushee are you okay with it."

Councilor Bushee said, "A review after the first year so that you can ascertain how the payments are being made and how things look and..."

Mayor Gonzales said, "A review after the first term."

Councilor Bushee said, "Yes."

**VOTE ON THE MOTION TO AMEND:** The Motion to Amend Resolution, as amended, was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Trujillo, Councilor Bushee, Councilor Dominguez, Councilor Maestas and Mayor Gonzales.

**Against:** Councilor Ives and Councilor Lindell.

**VOTE ON THE MAIN MOTION AS AMENDED:** The Main Motion, as amended, was approved on the following Roll Call vote:


**For:** Councilor Rivera, Councilor Trujillo, Councilor Bushee, Councilor Dominguez, Councilor Maestas and Mayor Gonzales.

**Against:** Councilor Ives and Councilor Lindell.

## **I. ADJOURN**

The was no further business to come before the Governing Body, and upon completion of the Agenda, the meeting was adjourned at approximately 8:45 p.m.

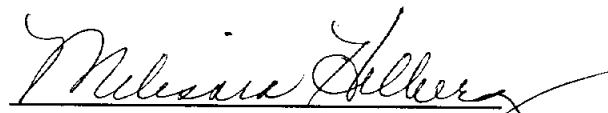
Approved by:

  
FOR Mayor Javier M. Gonzales

ATTESTED TO:

  
Yolanda Y. Vigil, City Clerk

Respectfully submitted:

  
Melessia Helberg, Council Stenographer

**CITY OF SANTA FE, NEW MEXICO**  
**PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2015-\_\_**  
**City/County Public Power**

**Mayor and Members of the City Council:**

**I propose the following amendment(s) to Resolution No. 2015-\_\_:**

1. On page 1, *delete* the title of the resolution on lines 11-17 and *insert* the following in lieu thereof:

**“DIRECTING THE CITY MANAGER TO COORDINATE A JOINT CITY COUNCIL/COUNTY COMMISSION MEETING TO DISCUSS AND DETERMINE IF AND HOW THE CITY AND COUNTY MAY PURSUE A JOINTLY OWNED ELECTRIC UTILITY; DIRECTING STAFF TO REVIEW THE LEGAL AND TECHNICAL OPTIONS RELATED TO THE DECEMBER 2012 FINAL REPORT OF A PRELIMINARY ECONOMIC FEASIBILITY ASSESSMENT OF A PUBLICLY-OWNED ELECTRIC UTILITY FOR THE CITY OF SANTA FE AND SANTA FE COUNTY AND REPORT BACK TO THE GOVERNING BODY ON STAFF’S FINDINGS RELATED TO THE PRELIMINARY ASSESSMENT AND OTHER RESOURCES, REPORTS, STUDIES AND DOCUMENTS, AS DEEMED NECESSARY.”**

2. On pages 2 through 4, *delete* the resolve provisions and *insert* the following in lieu thereof:

**“NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the City Manager is directed to contact the Santa Fe County Manager to coordinate and schedule a joint City Council/County Commission meeting for the purpose of discussing and determining if and how the City and County may pursue a joint publicly owned electric utility.

**BE IT FURTHER RESOLVED** that staff is directed to conduct a study of the legal and technical options the City has in creating a publicly owned electric utility, including the fiscal impacts associated with those options, based on the 2012 Preliminary Assessment and other resources, reports, studies, and documents, as deemed necessary.

**BE IT FURTHER RESOLVED** that within 60 days of adoption of this resolution, staff shall report back to the Governing Body its findings. After such report to the Governing Body, the Governing Body shall provide formal direction to staff on the desires of the Governing Body to pursue a public electric utility either jointly with the County or solely by the City.”

Respectfully submitted,

\_\_\_\_\_  
 Joseph Maestas, Councilor

ADOPTED: \_\_\_\_\_  
NOT ADOPTED: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk



**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: \_\_\_\_\_ Resolution:   X  

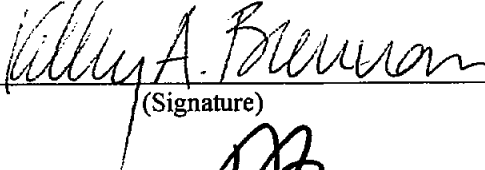
(A single FIR may be used for related bills and/or resolutions)

Short Title(s): **A RESOLUTION DIRECTING STAFF TO COLLABORATE WITH SANTA FE COUNTY STAFF TO EXPLORE, RESEARCH AND ANALYZE THE NEXT STEPS IDENTIFIED IN THE DECEMBER 2012 FINAL REPORT OF A PRELIMINARY ECONOMIC FEASIBILITY ASSESSMENT OF A PUBLICLY-OWNED ELECTRIC UTILITY FOR THE CITY OF SANTA FE AND SANTA FE COUNTY AND REPORT BACK TO THE GOVERNING BODY STAFF'S FINDINGS RELATED TO THE NEXT STEPS, EXISTING CITY AND COUNTY POLICIES AND OTHER STAFF CONSIDERATIONS.**

Sponsor(s): Councilor Maestas

Reviewing Department(s): City Attorney's Office

Persons Completing FIR: Rebecca Seligman / John Alejandro Date: 1/5/15 Phone: 955-6501 / 955-6236

Reviewed by City Attorney:  Date: 1/5/15  
(Signature)

Reviewed by Finance Director:  Date: 1-5-2015  
(Signature)

**Section B. Summary**

Briefly explain the purpose and major provisions of the bill/resolution:

**The proposed resolution, directs staff to collaborate with Santa Fe County staff to explore, research and analyze the next steps identified in the December 2012 Final Report of a Preliminary Economic Feasibility Assessment of a Publicly-Owned Electric Utility for the City of Santa Fe and Santa Fe County and report back to the Governing Body staff's findings related to the next steps, existing city and county policies and other staff considerations.**

**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:

- 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)
- Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- 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:**

- Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
- 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
- Indicate: "R" – if recurring annual costs  
"NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
- Attach additional projection schedules if two years does not adequately project revenue and cost patterns
- Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Finance Director: \_\_\_\_\_

\_\_\_\_\_ Check here if no fiscal impact

nn #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY <u>14/15</u>	"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\*      \$ 5,000      A      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Fringe\*\*      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Capital Outlay      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Land/ Building      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Professional Services      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

All Other Operating Costs      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Total:      \$ 5,000      \_\_\_\_\_      \$ \_\_\_\_\_

\* 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:      \$ \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_

### 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.)

It is anticipated that it will cost the City approximately \$5,000 for staff time to collaborate with Santa Fe County staff to explore, research and analyze the next steps identified in the December 2012 Final Report of a Preliminary Economic Feasibility Assessment of a Publicly Owned Electric Utility for the City of Santa Fe and Santa Fe County and report back to the Governing Body staff's findings related to the next steps, existing City and County policies and other staff considerations.

### 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 staff is aware of

### **2. Consequences of Not Enacting This Bill/Resolution:**

Are there consequences of not enacting this bill/resolution? If so, describe.

If this resolution is not enacted, city staff will not be able to collaborate with Santa Fe County staff to research and analyze the next steps identified in the December 2012 Final Report of a Preliminary Economic Feasibility Assessment of a Publicly-Owned Electric Utility for the City of Santa Fe and Santa Fe County and report back to the Governing Body.

### **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.

No

### **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.

The resolution, if approved, will afford city staff the opportunity to collaborate with Santa Fe County staff to research and analyze the next steps identified in the December 2012 Final Report of a Preliminary Economic Feasibility Assessment of a Publicly-Owned Electric Utility for the City of Santa Fe and Santa Fe County and report back to the Governing Body staff's findings related to the next steps, existing city and county policies and other staff considerations. The information in the report may be helpful in determining the additional requirements and/or steps necessary towards establishing a publicly-owned utility.

Form adopted: 01/12/05; revised 8/24/05; revised 4/17/08

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, JANUARY 12, 2015**

**ITEM 8**

REQUEST OF APPROVAL OF BID NUMBER 15/08/B SOUTHWEST SAFETY SERVICES, INC FOR BARRICADING AND TRAFFIC CONTROL SERVICES CITY-WIDE IN THE AMOUNT OF \$100,000 PER YEAR WITH AN OPTION TO RENEW FOR UP TO AN ADDITIONAL THREE YEARS (ISAAC PINO)

**PUBLIC WORKS COMMITTEE ACTION:** APPROVED ON CONSENT

**FUNDING SOURCE:** VARIOUS

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:**

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	EXCUSED		
COUNCILOR RIVERA	X		

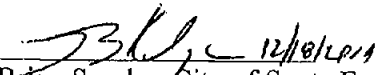
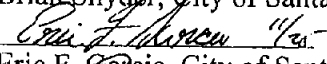
*Exhibit "2"*

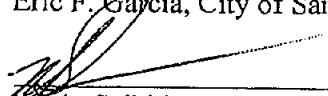
# City of Santa Fe, New Mexico

# memo

DATE: October 15, 2014

TO: Public Safety Committee

VIA:  12/18/2014  
Brian Snyder, City of Santa Fe Manager  
  
Eric F. Garcia, City of Santa Fe Police Chief

FROM:   
Mario Salbidrez, City of Santa Fe Police Deputy Chief

RE: Fleet Replacement Policy (Informational)

## Background and Summary:

During September Council Meetings, the Santa Fe Police Department was tasked with developing a policy to guide the purchase of vehicles and equipment associated for said vehicles. The deadline established by council was two months from the date of approval of 20 new vehicles for police and animal services.

## Current Department Practice:

The current practice of the police department is to evaluate the age and mileage of the vehicle for replacement. The general guidelines for age are any vehicle 5 years or older and 100,000 miles or greater is considered for replacement. Although, we do have vehicles that are older than 5 years and still maintain them within the fleet because of low mileage. These older vehicles with low mileage are assigned to PCR, Investigations, and/or Traffic Officers; who use said vehicle less than a patrol officer or in the case of traffic officers have a motorcycle.

Another considering factor, is a vehicle that is more often in the shop and not on the field. The practice has been to try to get said vehicle fixed during warranty period, but if problems still continue the vehicle is considered for replacement. Currently there is no bottom line, on cost, that guides the department as to when to consider the vehicle a loss and stop spending money on repairing a problematic vehicle.

## National Practice:

The police department drafted a policy after reviewing national standard practices of agencies fleet replacement policies. The following information was learned during said research:

Ada County, Idaho – 80,000 miles

Boise, Idaho PD – 80,000 miles

California Highway Patrol – 75,000 miles  
Idaho State Police – 85,000 miles  
Kansas Highway Patrol – 45,000-50,000 miles  
Kent, Washington, PD – 45,000 miles  
Las Vegas Metro PD – 45,000 miles  
Michigan State Police – 60,000 – 70,000 miles  
Missouri Highway Patrol – 45,000 – 50,000 miles

Montana Highway Patrol – 87,000 miles  
Nevada Highway Patrol – 80,000 miles  
Oregon State Police – 90,000 miles  
South Dakota highway Patrol – 80,000 miles  
Washington State Patrol – 75,000 miles  
Wyoming Highway Patrol – 100,000 miles

The Municipality of Mt. Lebanon, in a 2012 fleet replacement proposal, states, “Police sedans are more than a means of transportation they are the lifeline for the community and its police force.... After three years of continuous service these Patrol Vehicles are ready to be replaced.”

#### **Comparable Agency:**

The Las Cruces Police Department (LCPD) is slightly larger than the Santa Fe Police Department with 200 commission officers. In discussing with Mr. Mike Cano, Fleet Manager for LCPD, he explained the department does not have a policy on fleet replacement. Instead, Mr. Cano stated that for the last 10 years LCPD begins replacement procedures/requests at 95K miles and/or when the age of the vehicle is 6 to 7 years old.

#### **Vehicle Take Home Policies:**

In addition to looking at standard practices regarding fleet replacement, the departments take home policy was compared to those of surrounding and comparable agencies in the state. The following was learned:

- Santa Fe County Sheriff's Office – 29 miles from county line;  
Cost of Living – SAME
- Bernalillo County Sheriff's Office – 50 mile radius from I-25 and I-40;  
Cost of Living – 18% Cheaper; Housing 39% Cheaper (Rio Rancho)  
Cost of Living – 16% Cheaper; Housing 36% Cheaper (Albuquerque)
- Los Alamos County/City Police Department – 40 miles from county line;  
Cost of Living – 4% Cheaper; Housing 10% Cheaper (Los Alamos)
- Las Cruces Police Department – 10 miles from city limits.  
Cost of Living – 23% Cheaper; Housing 49% Cheaper (Rio Rancho)

#### **Objectives:**

- Create a policy to ensure the acquisition control and maintenance of department's fleet is maximized;
- Provide a mechanism in which funding is available, in advance of the need, to replace vehicles;
- Provide a tool to ensure safe and reliable vehicles;

- Provide a recommendation of timely acquisition and removal/disposal of vehicles;
- Provide a forecast of the number of vehicles reaching replacement criteria's.

#### **Historical Replacement Cost:**

The cost for replacement of vehicles from year to year has varied for the department. The police department spent the following in given fiscal year:

FY 11/12 –

- Requested: \$102,000.
- To Purchase: 2 vehicles/equipment.
- Approved

FY 13/14 –

- Requested: \$1,082,104;
- To Purchase: 25 vehicles/equipment.
- Approved

FY 12/13 –

- Requested: \$1,440,206;
- To Purchase: 30 vehicles/equipment.
- Approved

FY 14/15 –

- Requested: \$853,922;
- To Purchase: 20 vehicles/equipment.
- Approved

#### **Proposed Policy:**

The department drafted a recommended guideline for evaluating replacement, which is based on Fleet/Equipment Replacement Evaluation using a five prong criteria system: age, mileage, maintenance cost, condition, and Comments and Other Consideration(s). The criteria requires that if at any point a vehicle meets three of the five criteria's outlined, the vehicle should be replaced.

The following is an explanation of the rating criteria:

**Age:** Is based on the manner in which the vehicle is operating in, national averages, and what affords the City to maximize the amount it receives in resale.

**Mileage:** Is based on national averages, the manner in which the vehicle is operating in, and what affords the City to maximize the amount it receives in resale.

**Maintenance Cost:** Criteria established through the Fleet Manager and maintenance personnel. Considerations are the cost of repair versus current value. Criteria are documented with a Vehicle/Equipment Evaluation Summary Report.

**Conditions:** A physical evaluation will be conducted and documented by the Fleet Manager to determine if each vehicle meets or exceeds base standards. Base standards include: Age, Mileage and Maintenance Costs.

**Comments and Other Considerations:** The Fleet Manager can/will make any recommendation for replacement based on vehicle history, mileage, maintenance/repair costs, technological changes, safety items, etc. that should be considered in an evaluation.

Furthermore, a 'Vehicle/Equipment Evaluation Summary Report' has been created. The report will be completed noting facts about the vehicle, and establishing a recommendation for replacement or removal from fleet inventory with no replacement request. The report will be maintained by the fleet manager for historical information.

Additionally, the policy establishes a 13% reserve of vehicles in fleet; excluding special response vehicles. This allows for fleet to provide three loaner vehicles to patrol, one to traffic (support operations), three to the city warehouse who allow officers to use while the officers vehicle is being serviced, two to investigations, and the remainder as reserve. The reserve serves as replacement for vehicles that are out of service permanently.

Lastly, the policy directs continuous review of fleet inventory and assessment. The intent is to identify vehicles that are no longer needed for a particular police service and/or a different vehicle has been identified that better serves a particular need. The assessment should aid in streamlining vehicle inventory needs and lower maintenance costs.

**Cost:**

In reviewing the current fleet inventory, I identified 43 vehicles that should be removed because of age, mileage, condition and cost for repair; although, I am not recommending all 43 be replaced. By removing the 43 vehicles, the department's fleet goes from 252 to 209; excluding special operations vehicles (i.e. Bearcat and Farber). Therefore, to comply with the policy the department would need to purchase one vehicle, for a total of 210 vehicles, in current fiscal year.

Cost: \$50,000 (approximately) with equipment.

For Fiscal Year 15/16, under this policy, the projection is there will be approximately 30 vehicles needing replacement because of mileage, age, condition, and/or recommended by the fleet manager.

Cost: \$1.5 million (approximately) with equipment.

**Conclusion:**

The purpose of submitting the proposed policy is to satisfy the request of the governing body and to solicit feedback to improve and/or adopt or not the fleet policy.



**TITLE: Fleet Replacement Policy**

**CODIFIED:**

**EFFECTIVE:**

**RESCINDS/AMENDS:**

**PAGES:**

### **PURPOSE**

To establish guidelines for operation for the Fleet Replacement Program by maintaining vehicles, replacing vehicles based on their mileage, safety rating, years in fleet, division and usage. The guidelines are based on an Equipment Replacement Evaluation and a five prong criteria.

### **DISCUSSION**

The Santa Fe Police Department's goal is to ensure the safety of the employees and community by issuing vehicles within the fleet that are well maintained and replaced appropriately. The Santa Fe Police Department's goal is to be as effective and efficient in the replacement of vehicles as possible.

### **POLICY**

This policy applies when selling, operating, converting or replacing vehicles belonging to the Fleet Replacement program. The policy applies to the Santa Fe Police Department employees.

### **PROCEDURE**

#### **Fleet Replacement Schedule**

87 At the direction of the Chief of Police, the Fleet Manager will be in charge of the Fleet Replacement Program.

- A. The Fleet Manager will supply quarterly reports to the Chief of Police, or his designee in reference to the condition of the fleet. These reports will include, but not be limited to; current mileage of vehicles, vehicles in need of replacement due to condition issues, vehicles forecasted to incur 100,000 miles within the year, cost of replacement, maintenance cost, vehicles set for auction, fleet assignment, and fleet usage.
- B. The Fleet Manager will ensure that vehicles going to auction will be prepared for auction in a reasonable amount of time. This will include having all equipment and Santa Fe Police markings removed upon decision to remove from the fleet, to make the auction process efficient. Once it is decided that a vehicle will be removed from fleet, the Fleet Manager will have 60 days to prepare the vehicle. The Chief of Police will make exceptions as to what vehicles will not go to auction.
- C. The Fleet Manager will ensure that vehicles that are being converted or recycled for another department's use are prepared in a reasonable amount of time. This will include having all equipment and Santa Fe Police markings removed upon decision that a vehicle will be removed from the fleet.

87 It is recommended that vehicles be evaluated for replacement based on a Fleet/Equipment Replacement Evaluation and a five prong criteria system: age, mileage, maintenance cost, condition, and Comments and Other Consideration(s). At any point a vehicle meets three of the five criteria's outlined, the vehicle should be replaced.

- Age: Is based on the manner in which the vehicle is operating in, national averages, and what affords the City to

maximize the amount it receives in resale.

- Mileage: Is based on national averages, the manner in which the vehicle is operating in, and what affords the City to maximize the amount it receives in resale.
- Maintenance Cost: Criteria established through the Fleet Manager and maintenance personnel. Considerations are the cost of repair versus current value. Criteria are documented with a Vehicle/Equipment Evaluation Summary Report.
- Condition: A physical evaluation will be conducted and documented by the Fleet Manager to determine if each vehicle meets or exceeds base standards. Base standards include: Age, Mileage and Maintenance Costs.
- Comments and Other Consideration(s): The Fleet Manager can/will make any recommendation for replacement based on vehicle history, mileage, maintenance/repair costs, technological changes, safety items, etc. that should be considered in an evaluation.

Finally, it is recommended there may be cases where new technology or features on new equipment might increase productivity or provide other benefits to the City that might make replacement a viable option.

**87.** It is recommended Vehicles issued to Santa Fe Police Department's patrol division be retained for 5 years/100,000 miles at which point the vehicle will go to auction unless otherwise deemed by the Chief of Police.

- A.** It is recommended that the Santa Fe Police Department motorcycles be retained for 60,000 miles at which point they will go to auction, unless otherwise deemed by the Chief of Police.
- B.** It is recommended that vehicles assigned to Santa Fe Police Department Traffic Division be retained for 7 years/100,000 miles at which point the vehicle will go to auction unless otherwise deemed by the Chief of Police.

**C.** It is recommended that vehicles assigned to Santa Fe Police Department DWI unit will be retained for 5 years/100,000 miles at which point the vehicle will go to auction unless otherwise deemed by the Chief of Police.

**D.** It is recommended that vehicles assigned to Santa Fe Police Department Criminal Investigations be retained for 7 years/100,000 miles at which point the vehicle will go to auction unless otherwise deemed by the Chief of Police.

**E.** It is recommended that vehicles assigned to Santa Fe Police Department Administration be retained for 7 years/100,000 miles at which point the vehicle will go to auction unless otherwise deemed by the Chief of Police.

**F.** It is recommended that vehicles assigned to Santa Fe Police Department Police Community Relations be retained for 7 years/100,000 miles at which point the vehicle will go to auction unless otherwise deemed by the Chief of Police.

**G.** It is recommended that Santa Fe Police Department specialty response vehicles to include, but not limited to the SWAT Bearcat, EOD vehicle, Mobile Command Post, all- terrain vehicles and the Mobile Crime Scene Unit shall be exempt from the mileage recommendation. These vehicles will be evaluated based upon mileage, years, usability, condition and cost.

**H.** It is recommended that Santa Fe Police Department vehicles issued to civilians be retained for 7 years/100,000 miles at which point the vehicle will go to auction unless otherwise deemed by the Chief of Police.

**I.** It is recommended that Santa Fe Police loaner vehicles be retained for 7 years/100,000 miles at which point the vehicle will go to auction unless otherwise deemed by the Chief of Police.

**J.** It is recommended that Santa Fe Police Department transport vans and vehicles be retained for 7 years/100,000 miles at which

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
SANTA FE MUNICIPAL AIRPORT AIRLINE  
TERMINAL LEASE AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE MUNICIPAL AIRPORT AIRLINE TERMINAL LEASE AGREEMENT, dated June 27, 2012 (the "Agreement"), between the City of Santa Fe (the "Lessor") and American Airlines, Inc.(the "Lessee"). The date of this Amendment shall be January 15, 2015.

**RECITALS**

WHEREAS, the Lessor owns and operates an airport known as the Santa Fe Municipal Airport ("Airport") and is desirous of leasing to the Lessee certain premises and facilities at the said Airport; and

WHEREAS, both the Lessor and Lessee have the right and power to enter into this Lease Agreement.

WHEREAS, pursuant to Article 27 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Lessor and the Lessee agree as follows:

1. **RENT AND FEES**

Article 5, paragraph C of the Agreement is amended, so that Article 5, paragraph C reads as follows:

C. **Landing Fee.** Lessee shall pay three dollars and thirty cents (\$3.30) per one thousand (1,000) pounds gross landing weight for use of the airport.

*Exhibit "4"*

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 Municipal Airport Airline Terminal Lease Agreement as of the dates set forth below.

LESSOR :

LESSEE:  
AMERICAN AIRLINES, INC.

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_


ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, LESSOR CLERK

APPROVED AS TO FORM:

MDM 1/14/15  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

ITEM # 12-0467

SANTA FE MUNICIPAL AIRPORT  
AIRLINE TERMINAL LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into on this 27<sup>th</sup> day of June, 2012, by and between the CITY OF SANTA FE, a municipal corporation, hereinafter "Lessor", and AMERICAN AIRLINES, INC. hereinafter "Lessee" or "American".

WHEREAS, the Lessor owns and operates an airport known as the Santa Fe Municipal Airport ("Airport") and is desirous of leasing to the Lessee certain premises and facilities at the said Airport; and

WHEREAS, both the Lessor and Lessee have the right and power to enter into this Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. PREMISES.

A. Lessor does hereby lease to Lessee a certain area of the Airline Terminal Building, containing 436 square feet more or less, more particularly described on Exhibit "A", attached hereto (hereinafter "Premises").

(1) Premises includes approximately 50 square feet more or less of ticket counter and related space containing one cubicle and two operating positions. Lessor may reassign ticket counter space at its sole discretion. Reassignment of ticket counter space if required shall be made in writing by the Airport Manager, in consultation with American. Should reassignment of ticket counter space become necessary Lessee shall be assigned comparable ticket counter space located in such a manner as to not disrupt Lessee's operations as determined by the Airport Manager. All reasonable costs of relocation as determined by Lessor due to reassignment of ticket counter space by Lessor shall be borne by Lessor. Lessee requested relocation if approved will be at Lessee's expense.

(2) Premises includes approximately 20 square feet more or less of floor space for installation and operation of an automated check-in kiosk. Lessor may reassign automated check-in kiosk space at its sole discretion. Reassignment of automated check-in kiosk space if required shall be made in writing by the Airport Manager in consultation with American. Should reassignment of automated check-in kiosk space become necessary Lessee shall be assigned comparable automated check-in kiosk space located in such a manner as to not disrupt Lessee's operations as determined by the Airport Manager. All reasonable costs of relocation as determined by Lessor due to reassignment of automated check-in kiosk space by Lessor shall be borne by Lessor. Lessee requested relocation if approved will be at Lessee's expense.

B. Lessee hereby accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the

*Exhibit "5"*

Premises or as to the use which may be made thereof.

## 2. USE OF THE PREMISES.

The Premises shall be used by Lessee for the purpose of providing scheduled passenger service and non-scheduled charter service. In addition Lessee shall have access to the following at no additional charge except where stated:

A. Air Carrier Operating Area (ACOA). Lessee may use non-exclusively, the ACOA designated by the Lessor, which is illustrated by Exhibit "B" attached hereto and further defined in the Transportation Security Administration approved Airport Security Plan. Lessor may re-designate, alter, or move the ACOA to suit airport operations at its sole discretion except that such re-designation, alteration, or move shall take into consideration the needs of commercial air carriers including American and shall not limit the ability of American to maintain its operation.. Lessee shall be responsible for escorting passengers to and from the ACOA. All ACOA access doors and gates shall be closed and locked when not in use.

B. Secure Area and Gate. Lessee may use non-exclusively, the terminal building secure area and gate area. Lessee is encouraged to deconflict its flight schedule with the Airport Manager and/or other airlines prior to publication to ensure efficient use of this limited space area. American shall work with other scheduled air carriers to insure efficient use of available space in this area. Should the individual airlines not be able to resolve schedule conflicts in a manner satisfactory to each of them, the Airport Manager shall act as arbitrator in resolving the dispute and his decision shall be final.

C. Aircraft Parking. Lessee's aircraft are to be parked in those areas of the ACOA as designated by the Airport Manager for passenger loading and unloading. Aircraft parking for other than passenger loading and unloading shall be in the ACOA or other areas of the airport as designated by the Airport Manager. Lessee may at its sole discretion use hangar space provided by other businesses if desired.

### D. Ground Support Equipment

(1) Lessor agrees to provide limited Lessor-owned non-exclusive use Ground Support Equipment (GSE) during the Term of this Lease agreement to support Lessee's operation as mutually agreed. Lessor shall charge Lessee a mutually agreed fee for use of each unit of GSE provided. Specific GSE provided and related use fees will be in accordance with Paragraph 5H of this Lease Agreement.

(2) Lessee shall pay for all necessary fuel for GSE operation. Should another air carrier be allowed to use the equipment such fuel purchases shall be pro-rated based on number of flights the equipment is used for by each carrier. All necessary maintenance shall be provided by the Lessor who shall retain liability for the use of such equipment except that American agrees to hold harmless the Lessor from damages arising from the gross negligence of American. Equipment maintenance required due to gross negligence of American as determined by the Airport

Manager shall be the responsibility of American.

(3) If another commercial scheduled air carrier occasionally requires simultaneous use of Lessor-provided ground support equipment, the Airport Manager shall determine the priority of use. Lessee is encouraged to deconflict its flight schedule with the Airport Manager and/or other airlines prior to publication to ensure efficient use of ground support equipment. American shall work with other scheduled air carriers to insure efficient use of available ground support equipment. Should the individual airlines not be able to resolve schedule conflicts in a manner satisfactory to each of them, the Airport Manager shall act as arbitrator in resolving the dispute and his decision shall be final. Lessee is otherwise responsible for providing and maintaining all ground support equipment necessary for its operations.

(4) Lessee may provide its own exclusive-use ground support equipment at any time, at no cost to Lessor if desired.

E. Office, Ticket Counter and Other Equipment. Lessee is responsible for providing all office furniture, equipment and supplies necessary for conducting its business unless provided by Lessor at its sole discretion. Any such equipment provided by Lessor remains the property of Lessor and will be returned to Lessor at termination of this Lease Agreement unless otherwise agreed to in a separate purchase agreement between Lessor and Lessee.

F. Baggage Scales. Lessee may use non-exclusively the Lessor-provided baggage scale situated within or adjacent to assigned ticket counter space. Lessee shall provide for required calibration and maintenance of said baggage scale. If more than one airline uses the baggage scale adjacent to ticket counter space assigned to Lessee, Lessee agrees to pay for a prorated share of the calibration and maintenance costs based solely on number of airlines using the scale.

G. Signage. Signs such as company logo, schedule boards and other similar signs may be installed with the written approval of the Airport Manager. Velcro fastening system shall be used for wall signs unless specifically waived in writing by the Airport Manager. Signs shall be no larger than five feet in width unless otherwise approved in writing by the Airport Manager.

### 3. TERM AND TERMINATION.

A. Term. This Lease Agreement shall be for a three-year term beginning on June 11, 2012 and terminating on June 10, 2015. Such period, as the same may be sooner terminated or extended both as specifically provided in this Lease Agreement is referred to in this Lease Agreement as the "Term." Upon expiration of the Term or upon cancellation of this Lease Agreement, Lessee shall peacefully surrender and vacate the Premises.

B. Termination. Either party may terminate this Lease Agreement at any time, without regard to payment periods, by giving thirty (30) days written notice to the other party.

Upon termination of this Lease Agreement by either party, the Lessee's rights to use the premises shall cease and the Lessee shall peacefully vacate the premises, removing its property at its own expense. Termination by the Lessor shall not relieve the Lessee of liability for any damages sustained by the Lessor caused by Lessee's breach of this Lease Agreement.

#### **4. HOLDOVER.**

In the absence of a new Lease Agreement entered into before the expiration of the initial Term under this Lease Agreement, Lessee shall be allowed to hold over for a period not to exceed 90 days from the expiration date of the initial Term under this Lease Agreement at the sole discretion of the Airport Manager. Lessee may request permission to hold over 90 days prior to expiration of the Term and Airport Manager shall advise Lessee in writing whether Lessee shall be permitted to hold over within 10 calendar days of receipt of such request from Lessee. If the Airport Manager chooses not to permit a holdover, Lessee shall vacate the premises upon expiration of the initial Term. If the Lessee fails to timely vacate the premises, Lessee agrees to pay liquidated damages in the amount of \$500 per day of hold over. Holding over by the Lessee after the expiration of the initial Term under this Lease Agreement shall not operate to extend or renew this Lease Agreement. Any such holding over shall be construed as a tenancy from month to month at the rents reserved in this Lease Agreement under the terms herein. Failure to negotiate a new Lease Agreement within 90 days of the expiration of the initial term under this Lease Agreement shall be construed as a decision by the Lessee not to renew. Notwithstanding, so long as the parties are negotiating a renewal agreement in good faith Lessee may request that the Airport Manager grant Lessee the right to hold over for additional hold over periods, which permission shall be at the sole discretion of the Airport Manager.

#### **5. RENT AND FEES.**

The Lessee shall pay to the Lessor, at the office of the Airport Manager at the Santa Fe Municipal Airport, or at such place as the Lessor may designate from time to time, for the use of the Premises the following rents and fees:

A. Rent. Lessee shall pay to Lessor, at the office of the Airport Manager, one thousand thirteen dollars and thirty-four cents (\$1013.34) per month as rent for the Premises, on or before the first day of each calendar month. Rental payments received after the fifth day of the month shall be subject to and include an additional late charge of \$10.00. Any extension of time for the payment of any installment of rent shall not be a waiver of Lessor's right to insist on having all other payments of rent made in the manner and at the time herein specified.

B. Gate Fee. Lessee shall pay fifty cents (\$0.50) for each passenger enplaned for the cost of maintenance for the gate area. Lessee shall pay sixty cents (\$0.60) for each passenger who passes through the security screening equipment at the boarding gate while it is operated by the Lessor's personnel.

C. Landing Fee. Lessee shall pay three dollars (\$3.00) per one thousand (1,000) pounds gross landing weight for use of the Airport.



D. Fire Protection Fee. Lessor shall pay one dollar (\$1.00) per one thousand (1,000) pounds gross landing weight for Federal Aviation Administration required fire protection services provided for Lessee's aircraft. This fee is subject to annual renegotiation if required by Lessor.

E. Ramp Fee. Lessee shall pay fifteen dollars (\$15.00) per day or one-hundred and five dollars (\$105.00) per month, whichever is less for each aircraft remaining overnight and parked on Lessor's aircraft parking ramp space.

F. Passenger Facility Charge. Lessee shall collect and pay a Passenger Facility Charge once Lessor receives authorization for implementing a Passenger Facility Charge from the Federal Aviation Administration.

G. Security Fee. This fee is based on the minimum security posture required to support airline operations as defined by the Transportation Security Administration and the actual cost of contract security services provided. The Airport shall pay 33% of the cost of contract security services provided at the screening checkpoint, plus any additional costs attributable to unforeseen delays such as weather, mechanical failure and other similar causes. The Airline shall pay 67% of the cost of contract security services provided at the screening checkpoint if the Airline is the only Airline using the screening checkpoint. Lessee shall therefore pay a Security Fee of eighteen dollars and ninety one cents (\$18.91) per actual flight departing with screened passengers onboard to cover security requirement costs directly attributable to Airline operations and not otherwise funded by the Federal Government. In the event that another airline requiring use of the screening checkpoint begins operations at the Airport, this Security Fee will be fairly distributed by the Airport Manager among all airlines utilizing the airport and requiring screening check point security. In this case, notification of fee adjustment will be by a letter from the Airport Manager and will not require further amendment to this Lease. The Airport Manager may also adjust the amount of this fee based on future contract amendment with the security service provider, but in no case will the fee be raised in increments of more than 10%. Notification of fee adjustment due to contract amendment with the security service provider will be by a letter from the Airport Manager and will not require further amendment to this Lease.

H. Ground Support Equipment (GSE) use fees and conditions. Lessor will provide the GSE in accordance with Paragraph 2 of this Lease. Fees and conditions for use of this equipment are as follows:

(1) TLD ACE 500-1119 Airstart Unit or similar: \$75 per use as accounted for by Lessee. Lessee operates unit.

(2) Premier HC29050 Deicer or similar: \$1,400 per month, applying only to the months of November through March. There will also be a one time annual fee of \$700 to account for any use that may occur in months other than November through March. This annual fee is due and payable in April of each year. Lessee operates, and provides all fuel and deicing fluid. Because Lessee operates and provides all fuel and deicing fluid, should another air carrier operator

elect to serve SAF and make use of the Premier HC29050 noted in this agreement, that air carrier shall contract with American Airlines to provide such deicing services. This clause shall not prevent the other air carrier from contracting for the use of a different deicing unit or providing their own equipment and operators.

(3) Keith Consolidated DXR Valet Cart or similar: \$50 per month.

(4) Phoenix Metals PNXL-60/40 Lavatory Service cart or similar: \$200 per month. Lessee provides all required fluids and is responsible for all operations and dumping of contents when required. Lessee is responsible to ensure lavatory cart use and storage in such a manner as to preclude equipment failure due to freezing temperatures.

(5) Wasp, Inc. A203056D baggage carts or similar (quantity of four): \$125 per month each, or \$400 per month for use of all four.

(6) KCI Turboway 3025 Pax Ramp or similar: \$15 per use for aircraft departure as accounted for by Lessee.

(7) Columbia Medical 9010 Tracer 4 wheel chair (2 available): No charge.

(8) Columbia Medical 8010 Aisle Master Xfer Chair (1 available): No charge.

(9) Nothing contained within this amendment shall preclude American Airlines from providing alternate equipment of their choice and at their cost and operating it. Should American Airlines elect to provide specific pieces of equipment covered by the rates and charges above, such rates and charges for the specific piece of equipment shall cease at the beginning of the month following the month American equipment is placed into service.

I. Adjustment of Fees. Lessor reserves the right to adjust the fees and charges specified herein in the event the Airport Manager determines that extraordinary circumstances necessitates taking such action. Lessee shall not be required to pay rent during any time the airport is unusable for operation by Lessee for a period in excess of 15 days.

J. Schedule of Payments. The fees specified in B through H above are due and payable to the Airport Manager by the twenty-fifth (25th) day of each month following the month of activity. Lessee agrees to provide timely enplanement, gross landing weight and other similar data to the Airport Manager as requested for the purpose of computing monthly bills and reporting to the Airport Advisory Board.

K. Late Payment Charge. Lessee shall pay a late payment fee of 1.5% per month on the entire balance due for each month or partial month thereafter for any fee payment due.

## 6. RECORDS AND AUDIT.

A. All records, accounts, books, delivery receipts and data on business activities performed under this Lease Agreement and maintained by the Lessee shall be subject to inspection and audit by the Lessor at Lessor's expense at all reasonable times. However, if, beginning on or after June 1, 2010, an audit reveals a discrepancy of more than five (5%) percent of the gross receipts reported and the gross receipts as determined by the audit of any 12 months period, and if Lessor thereafter requires an additional audit and such audit reveals a discrepancy of more than 5% of the gross receipts reported since the time of the last audit, then the full cost of such additional audit shall be borne by the Lessee. Records shall be maintained for a period of not less than three (3) complete lease years.

B. The records and statements of business done by the Lessee along with any other information obtained or inspected pursuant to this provision shall be considered as absolutely confidential and not subject to use or disclosure by the Lessor for any purpose other than the ascertainment of rents, fees and charges under this Agreement. Lessor may use information and data provided by the Lessee to compile gross receipts reports for airport activity reports provided the identity of the Lessee is not disclosed.

## 7. INSURANCE.

A. The Lessee shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Lease Agreement, the following insurance:

(1) Worker's Compensation and Employer's Liability. The Lessee shall comply with and provide insurance commensurate with the provisions of the New Mexico Worker's Compensation Act, the Subsequent Injury Act, and the Occupational Disease Disablement Law. Such insurance shall include coverage permitted under Section 52-1-10, NMSA 1978, for safety devices. The Lessee shall require any subcontractor to provide such coverage, or qualify as a self-insured, for all the latter's employees. The Lessor, its officers or employees shall not be responsible for any claims or actions caused by the Lessee's failure to comply with the provisions of this subparagraph. It is expressly understood that employees of the Lessee are not Lessor's employees for any purpose.

(2) Comprehensive General Liability. The Lessee shall procure and maintain a comprehensive general liability insurance policy, for bodily injury, including death, and property damage in such amounts that are not less than the maximum liability of public agencies as set forth in the New Mexico Tort Claims Act, N.M. Stat. Ann. 41-4-1, et seq. (1978) now constituted or hereafter amended. Said policies of insurance must include coverage for Premises, operations and the Lessee's liability to the Lessor hereunder. The Lessor shall be named as an additional insured on the general liability and property coverage insurance policies. The parties acknowledge that the certificate of insurance for General Liability coverage will be in the amount of Ten Million Dollars (US \$10,000,000).

B. Binders. A binder or certificate of insurance for all insurance policies

required by this Lease Agreement shall be provided to Lessor at the time of the execution of this Lease Agreement. Certificates of insurance shall be delivered to the Airport Manager. Lessee shall not cancel or alter in any detrimental way any insurance policy required under this Lease Agreement without the prior written consent of Lessor.

C. Policy Cancellations. Policies shall provide that 30 days written notice shall be given to the Airport Manager before a policy is canceled, materially changed or not renewed, except, however, Lessor acknowledges that notification of cancellation of Lessee's Workers' Compensation/Employer Liability coverage may only be given 7 days in advance. A certificate or policy which states that failure to give such notice imposes no obligation on the insurance company is unacceptable to this Lease agreement. Cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate this Lease Agreement, unless another policy has been filed and approved pursuant to this section and shall be in effect within 45 days of the date of written notice to Lessee of such default.

D. Increase in Coverage. Lessor may require an increase in coverage in the event the maximum amount in the New Mexico Torts Claim Act are raised by the New Mexico State Legislature or by judicial mandate.

## 8. INDEMNIFICATION.

Lessee agrees to defend, indemnify and hold harmless Lessor from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission of Lessee or Lessee's employees, members and guest, and from all losses and damages by reason of such acts or omissions.

## 9. CANCELLATION BY LESSOR.

Lessor may cancel this Lease Agreement by giving Lessee written notice and opportunity to cure, within 30 days of the occurrence of the default, upon or after the happening of any of the following events:

A. Cancellation for Non-Payment. If the Lessee shall default in the payment obligations of above, and the default shall continue for 30 days after the effective date of written notice thereof to the Lessee, given by the Lessor in accordance with the notice provisions, infra, then the Lessor shall have the option to declare the Term ended, without forfeiture, waiver or release of the Lessor's rights to any sum of money due, and to recover and enjoy possession of the Leased Premises, whether with or without process of law. In the event of cancellation or non-payment, Lessor may, at its option, attach a landlord's lien to any improvements on the Premises, and said improvements may not be removed from the Premises without Lessor's prior approval.

B. Cancellation for Default other than Payment.

(1) If the Lessee shall default in the performance of any terms, covenants, agreements or conditions of this Lease other than in the performance or payment

obligations discussed above and the default shall continue for 30 days after written notice thereof to the Lessee, given by the Lessor in accordance with the notice thereof to the Lessee, given by the Lessor in accordance with the notice provisions, infra, then the Lessor shall have the option to declare the Term ended, without forfeiture, waiver or release of the Lessor's rights to any sum of money due, and to recover and enjoy possession of the Leased Premises, whether with or without process of law. However, if any default or breach may not reasonably and capably be cured within 30 days after written notice thereof, and if Lessee diligently attempts to cure the default or breach, Lessee may petition Lessor for additional time to cure the default, which petition will not be unreasonably denied. Lessee shall pay Lessor for all costs incurred by Lessor as a result of Lessee's default; and such payment shall be made promptly upon Lessee's receipt of written demand of Lessor.

(2) No waiver of default by the Lessor of any of the terms, covenants, agreements or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be an act of waiver of any subsequent default of any of the terms, covenants, agreements and conditions herein contained to be performed, kept and observed by the Lessee. The acceptance of rental by the Lessor for any period or periods after a default of any of the terms, covenants, agreements and conditions herein contained to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease and Agreement for failure by the Lessee to so perform, keep or observe any of the terms, covenants, agreements or conditions of this Lease Agreement.

C. Other Cancellation. The Lessor may cancel this Lease Agreement only by giving the Lessee 30 days advance written notice and opportunity to cure, whether with or without process of Law, upon or after the happening of any one of the following events:

(1) If Lessee ceases or fails to provide said service, Lessor may declare this Lease to be terminated and re-enter the premises or any part thereof, with or without the process of law, to expel, remove and put out Lessee or any other persons occupying the property, using such force as may be reasonably necessary in doing so. Lessee shall pay all costs, including reasonable attorney's fees and expenses and court costs that may arise in enforcing the covenants, conditions and terms of this Lease Agreement.

(2) The filing by the Lessee of a voluntary petition in bankruptcy, or the institution of proceedings in bankruptcy against the Lessee and the adjudication of the Lessee as a bankrupt pursuant to such proceedings.

(3) The taking of a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

(4) The appointment of a receiver of the Lessee's assets.

(5) The occurrence of damage or destruction to the airport terminal by fire, or any other casualty and the failure of the Lessor to repair the damage.

(6) The cancellation or other termination of any insurance policy issued in compliance with this Lease Agreement shall automatically terminate this Lease agreement, unless another policy has been filed and approved pursuant to this section and shall be in effect within 45 days of the date of written notice to Lessee of such default.

(7) The breach of any of the nondiscrimination covenants, Lessor shall have the right to terminate this Lease Agreement and to reenter and repossess said leased premises thereon, and hold the same as if said Lease Agreement had never been made or issued.

#### **10. CANCELLATION BY THE LESSEE.**

The Lessee may cancel this Lease and terminate all or any of its obligations hereunder at any time that the Lessee is not in default in the payment of any rents or fees to the Lessor pursuant to this Lease Agreement by giving the Lessor 30 days advance written notice of its intentions to discontinue its business activities at the Airport.

#### **11. RIGHTS OF LESSOR.**

Lessor reserves the right to:

A. Operate the airport in the best interest of the public and without interference or hindrance to maintain, improve, or further develop the landing area or public use facilities of the airport as it sees fit, regardless of any protest of the Lessee, and to lease additional space to other concessions in the airport terminal regardless of any objection of the Lessee. The Lessor may relocate the Lessee if the physical development of the airport or the terminal requires relocation of the Lessee provided Lessor provides written notice to Lessee and Lessor bears such the costs associated with such relocation.

B. Enter upon the Premises at any reasonable time for the purpose of making any inspection for the proper enforcement of any of the covenants or conditions of this Lease Agreement and any federal, state, county or city laws, rules and regulations, now or hereafter in effect.

#### **12. RIGHTS OF LESSEE.**

The Lessee shall have the right to use the Airport Terminal Building for the following specific purposes:

A. Operation of a scheduled airline service, under the name of American Airlines, however, that the privilege herein granted shall not be construed in any way as an exclusive right.

B. Installation and operation of identifying signs, logos, and advertising on the leased premises may be done only with the express written consent of Lessor or its authorized agent, such consent not to be unreasonably withheld. Such signs, logos, and advertising, if installed on

carpeted walls must use a Velcro fastening system consistent with the carpet's design and capacity.

C. Access, ingress and egress with respect to the premises marked Exhibit "A" for Lessee, its employees, customers, vehicles and equipment used in the operation of a commercial airline business.

D. Use of a minimum of one terminal ticket counter cubicle having two work stations as allocated by the Airport Manager, whose determination is final. Lessee is responsible for installation, operation, and maintenance of its own work station equipment and supplies, and for maintenance of allocated work stations. At the Airport Manager's discretion, additional work stations may be allocated if available.

E. Non-exclusive use of ticket counter scales provided by Lessor and adjacent to Lessee's counter at no charge, provided that Lessee is responsible for all scale maintenance and calibration costs. If there is more than one user of the scale normally used by Lessee, then calibration and maintenance costs will be shared equally.

### 13. SECURITY.

The airport is required to comply with 49 CFR Part 1542 Security Requirements. Lessee shall be required to implement, maintain and comply with the following procedures as a minimum and any other procedures required to satisfy Part 1542 Security Requirements. The Lessee shall be responsible for the control of persons, equipment and vehicles entering the ACOA or designated ramp space via terminal building doors and ramp gates that Lessee uses whenever the ACOA is active. The ACOA is active whenever screened baggage, screened personnel or secure aircraft are present within the ACOA. The Lessee agrees to implement and maintain, as a minimum, the following security measures concerning access control to and from the ACOA or designated ramp space:

A. During all hours, access points to the ACOA whether active or not and access points to designated ramp space used by Lessee for its operations shall be secured and locked.

B. Lessee's personnel shall immediately notify Lessor of trespass by any persons on the ACOA or designated ramp space and immediately require such trespasser to leave the ACOA or designated ramp space.

C. Lessee shall escort its customers, passengers and charges at all times while on the ACOA or designated ramp space.

D. The Lessee is responsible for training its personnel with respect to the security procedures described in this Lease Agreement and with respect to all other security procedures developed by the Lessor.

E. The Lessee shall participate in the Airport's security program and comply

with applicable security procedures found in the Transportation Security Administration approved Airport Security Program (ASP).

F. The Lessee shall immediately notify the airport manager of any suspicious activities observed in or about the ACOA or designated ramp space.

G. Any unresolved questions concerning airport security shall be directed to the Airport Manager's Office.

H. The Lessee agrees to reimburse the Lessor for any penalties or fines levied against the Lessor by the Transportation Security Administration due to the Lessee's failure to abide by any security measures described herein.

I. Any of Lessee's personnel who use motorized baggage carts and tugs or other motorized vehicles in or about the ACOA or designated ramp space must possess a valid driver's license, comply with New Mexico state driving regulations, and attend a regularly scheduled ramp driving class conducted by Lessor prior to operating same on the ACOA or designated ramp space.

J. The Lessor reserves the right to revise the security procedures set forth herein. Failure by the Lessee to fully comply with the procedures set forth herein, or as revised, shall be sufficient grounds for the Lessor to immediately take necessary corrective measures until security acceptable to the Lessor is restored.

#### **14. MAINTENANCE/CUSTODIAL SERVICES.**

Lessor shall provide floor vacuuming and shampooing, painting, window washing and trash removal services for the Premises to the Lessee at the level provided to all other tenants in the Airport terminal. Lessee, at its sole cost and expense, shall maintain its personal property and improvements.

#### **15. TRANSFER OF INTEREST.**

Lessee may not at any time during the term of this Lease, sell, lease, assign, transfer or permit to be acquired, this Lease Agreement or any interest herein, nor shall Lessee sublease any portion of its leasehold interest without the written consent of the Lessor's Governing Body, which consent shall not be unreasonably withheld. This provision is not intended to prevent, or subject to approval by the Lessor's Governing Body, any corporate transaction (including any merger or other divestiture) Lessee may undertake, provided that the surviving entity following such transaction maintains a contractual arrangement to provide air services to American Airlines, Inc. for a duration at least equal to the remaining balance of the Term of this Agreement.

#### **16. OBSERVATION OF LAWS, RULES AND REGULATIONS.**

Lessee agrees to observe and obey during the Term of this lease, all laws,



ordinances, minimum standards, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the airport, including the federal government, the state, the county and the city now or hereafter in effect.

#### **17. UTILITIES.**

Lessee is responsible for its own telephone service. All other utilities, with respect to the Premises, shall be provided by the Lessor so long as the amounts of any utility are not excessive as determined by Lessor. Supplemental electric heating is not permitted unless approved in writing by the Airport Manager.

#### **18. ALTERATIONS AND IMPROVEMENTS.**

A. Lessee shall not make or suffer or permit to be made any alteration, addition or improvements whatsoever in or about the Premises or the Airport without first obtaining the written consent of Lessor. If Lessor gives such consent, all alterations or improvements shall be done solely at Lessee's expense and in accordance and in compliance with all applicable municipal, state and federal ordinances, laws, rules and regulations. Alterations or improvements shall be compatible with the general decor of the Airport terminal building.

B. Lessee shall allow no liens of mechanics, materialmen, laborer, architects, artisans, contractors, subcontractors, or any other lien of any kind whatsoever to be created against or imposed upon the said Premises, the Airport or any part thereof. Lessee shall, if required by Lessor, provide a labor and materialman's bond to cover all work and material and labor arising out of such alterations, additions or improvements.

C. Any and all alterations, additions or improvements, except shelving and movable furniture, made at Lessee's sole expense after having first obtained the written consent of Lessor, in accordance with the provisions contained in this section, whether attached to the walls, floors, premises or not, shall immediately merge and become a permanent part of the Lessor's realty and any and all interests of Lessee therein shall immediately vest in Lessor and all such alterations, additions and improvements shall remain on the Premises and shall not be removed by Lessee at the termination of this Lease Agreement. The shelving and movable furniture, or both, which Lessee is privileged to remove, must be removed by Lessee at Lessee's sole expense on or before the termination of this Lease Agreement.

#### **19. DESTRUCTION OF PREMISES.**

If at any time during the Term of this Lease Agreement, the Premises shall be totally or partially destroyed by fire, earthquake, flood, or other calamity, then Lessor shall have the option to rebuild or repair the same, providing such rebuilding or repairing shall be commenced within a period of 30 days after receipt of notice in writing to Lessor by Lessee that such calamity has occurred. In such case a just and proportionate part of the rental payment per month shall be abated until such demised property shall have been rebuilt and repaired. In the event, however, Lessor within 30 days following receipt of notice in writing to Lessor of such damage or destruction elects

not to rebuild or repair said property, Lessor shall so notify Lessee and thereupon this Lease Agreement shall terminate and become null and void.

**20. FAIR AND NONDISCRIMINATORY SERVICES.**

Lessee, in the conduct of its authorized business activities agrees to furnish service in compliance with all applicable laws, rules and regulations with respect to the Agreement, the performance of its obligations hereunder, and the services to be provided hereunder. Lessee shall, at its expense, obtain and maintain the governmental authorizations, licenses, approvals, registrations and filings that may be required of it under applicable law, rules and regulations to perform this Agreement.. Lessee agrees to operate the business in an ethical and professional manner and shall keep the premises in a safe, clean, orderly and inviting condition at all times, Lessee shall not permit its employees or agents to solicit customers on public property.

**21. TITLE VI. CIVIL RIGHTS ASSURANCES.**

A. The Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

(3) The Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and as said regulation may be amended.

B. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the service or benefits of any program or activity covered by this subject. The Lessee assures that it will require that any subcontractor provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their subcontractor, as required by CFR Part 152 Subpart E, to the same effect.

**22. ENVIRONMENTAL PROTECTION.**

A. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of the Airport or surrounding property. Lessee shall provide, as necessary, a separate drainage, collection, and/or separation system to ensure that no untreated liquid waste from any type of operation, including vehicle cleaning, and oil change operations, will enter the Airport storm drainage or sanitary system.

B. Lessee shall, at all times, comply with all applicable laws, rules and regulations of the federal, state and local governmental agencies. Lessee shall not permit any activity which directly or indirectly produces objectionable or unlawful amounts or levels of air pollution, noise, glare, heat emission, electronic or radio interference with navigational and communications facilities for the operation of the Airport and for Airport use by aircraft, trash, or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason or risk of explosion, fire or harmful emission. Any waste oil storage tanks shall be in approved containers and in accordance with all environmental and fire protection regulations.

C. Hazardous substances are any substance, material, or waste, (including any petroleum products, solvents, thinners, herbicides and soil sterilants and aircraft deicing fluids) which is or become designated, classified or regulated as being "toxic," "hazardous," a "pollutant," or similar designation under any federal state or local law, regulation or ordinance.

D. Lessee agrees to defend, indemnify and hold Lessor harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of Lessor's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of Lessee's or any sub-tenant's activities, whether before, during or after construction, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any parties or to any natural resources. Upon demand by Lessor, Lessee shall defend any investigation, action or proceeding alleging the presence of any hazardous substance in any such location which affects the property or which is brought against the Lessor, whether alone or together with Lessee or any other person, all at Lessee's own cost and by counsel to be approved by Lessor in the exercise of its reasonable judgment. Lessee shall comply and cause all of its employees to comply with all laws, regulations, and ordinances governing or applicable to hazardous substances as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the premises. Lessee acknowledges that hazardous substances may permanently and materially impair the value and use of real property. Lessee shall promptly notify Lessor if it knows, suspects or believes, there may be any hazardous substance in or around the property or in the soil, groundwater, or on or under the leased property, or that Lessee or the property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any hazardous substance.

### 23. NONEXCLUSIVE RIGHTS.

A. Lessee shall have the exclusive right and privilege of engaging in and conducting a business on the Premises of the Airport under the terms and conditions set forth herein, provided, however, that this Lease Agreement shall not be construed in any manner to grant Lessee or those claiming under Lessee in this Lease Agreement the exclusive right to the use of the common areas and facilities of said airport other than the specifically described Premises.

B. Lessor shall have the right to lease other portions of the Airport or Airport terminal building to other lessees, including other ground, air and transportation services. Lessor shall not in the future lease any other Airport premises to any other lessees providing the same or similar services and activities authorized in Paragraph 12 of this Lease Agreement at rental rates or terms more favorable or less restrictive to the Lessee's than set forth in this Lease Agreement without Lessee approval in writing. Except however Lessor may provide incentives and other considerations to any other commercial airline carrier who provides direct service to locations not served with substantially the same direct service by Lessee. However, Lessor will offer the same or similar incentives to Lessee should Lessee elect to provide substantially the same direct service as any other commercial airline carrier receiving incentives and other considerations from Lessor, but only during the effective period of incentives provided to the other commercial airline carrier. Lessee understands and agrees that nothing in this Lease Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

#### **24. UNIFORM RATES.**

All Lessees or Fixed Base Operators at the Airport are subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other Lessees or Fixed Base Operators making the same or similar use of the Airport, subject to reasonable classifications such as those found in 14 CFR Part 139, tenant or non-tenant status, or other similar classifications.

#### **25. TAXES AND LICENSES.**

A. The Lessee shall promptly pay any and all taxes, personal property tax, leasehold tax, gross receipts tax, transaction privilege tax or other exaction assessed or assessable and pay all license fees and permit fees applicable to the Lessee's operation, and acquire and keep current, all licenses, municipal, state or federal as the result of the Lessee's operations at the Airport pursuant to this Lease Agreement, and shall not allow any of said taxes, excises or licenses to become delinquent.

B. The Lessee shall not permit any mechanics' or materialman's or any other lien to be placed or foreclosed upon the Leased Premises or improvements thereto. The Lessee shall have the ability to contest payment demand by a contractor. Should the Lessee withhold payments to a contractor, the Lessee shall be required, at the Lessor's option, to deposit with the Lessor or a court of competent jurisdiction, an amount equal to the amount in dispute.

#### **26. SUBORDINATE PROVISIONS.**

This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of New Mexico relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport.

**27. AMENDMENT IN WRITING.**

No amendment between the Lessor and Lessee relative to the leasehold interest herein shall be valid and enforceable unless in writing and executed by both the Lessor and Lessee.

**28. CHOICE OF LAW.**

Lessee shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Lessor. In any action, suit or legal dispute arising from this Agreement, the Lessee 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 said commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

**29. APPROVALS, CONSENTS AND NOTICES.**

Notices required to be given to the Lessor shall be hand-delivered, sent via overnight courier service, or sent by certified mail, postage prepaid, addressed to:

Airport Manager  
Santa Fe Municipal Airport  
P.O. Box 909  
Santa Fe New Mexico, 87504-0909

Any approvals, consents and/or notices to be given to the Lessee shall be hand-delivered, sent via overnight courier service or sent by certified mail to:

Lorin Carr  
Corporate Real Estate  
American Airlines-Regional Airline Group  
4333 Amon Carter Blvd. MD 5494  
Fort Worth, TX 76155

or to such other respective addresses as shown by the date of the notice if delivered by hand or by the date of receipt as shown by the U.S. Postal Service Certified Mail Return Receipt, if mailed.

**30. PARAGRAPH HEADINGS.**

The paragraph and subparagraph headings contained in this Lease are inserted for reference and convenience and are not intended to define or limit the scope of any provision of this Lease.

**31. INVALID PROVISIONS.**

In the event any covenant, condition or provision contained in this Lease Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, conditions or provisions contained in this Lease Agreement shall not affect the enforceability of the balance of this Lease Agreement; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

In Witness Whereof, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

CITY OF SANTA FE:

By: David Coss  
David Coss, Mayor

ATTEST:

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk  
6/27/12

APPROVED AS TO FORM:

Geno Zamora  
Geno Zamora, City Attorney  
6/4/12

APPROVED:

*Melville L. Morgan*  
Dr Melville L. Morgan, Finance Director  
8/20/12

AMERICAN AIRLINES, INC.

By: *Christopher J. Collison*  
Name and Title  
Christopher J. Collison  
Director Real Estate

ACKNOWLEDGMENT

STATE OF TEXAS           )  
  )ss.  
COUNTY OF TARRANT    )

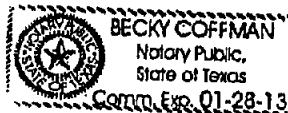
Subscribed and sworn to before me this 16 day of August, 2012 by

Chris Collison - Director Real Estate

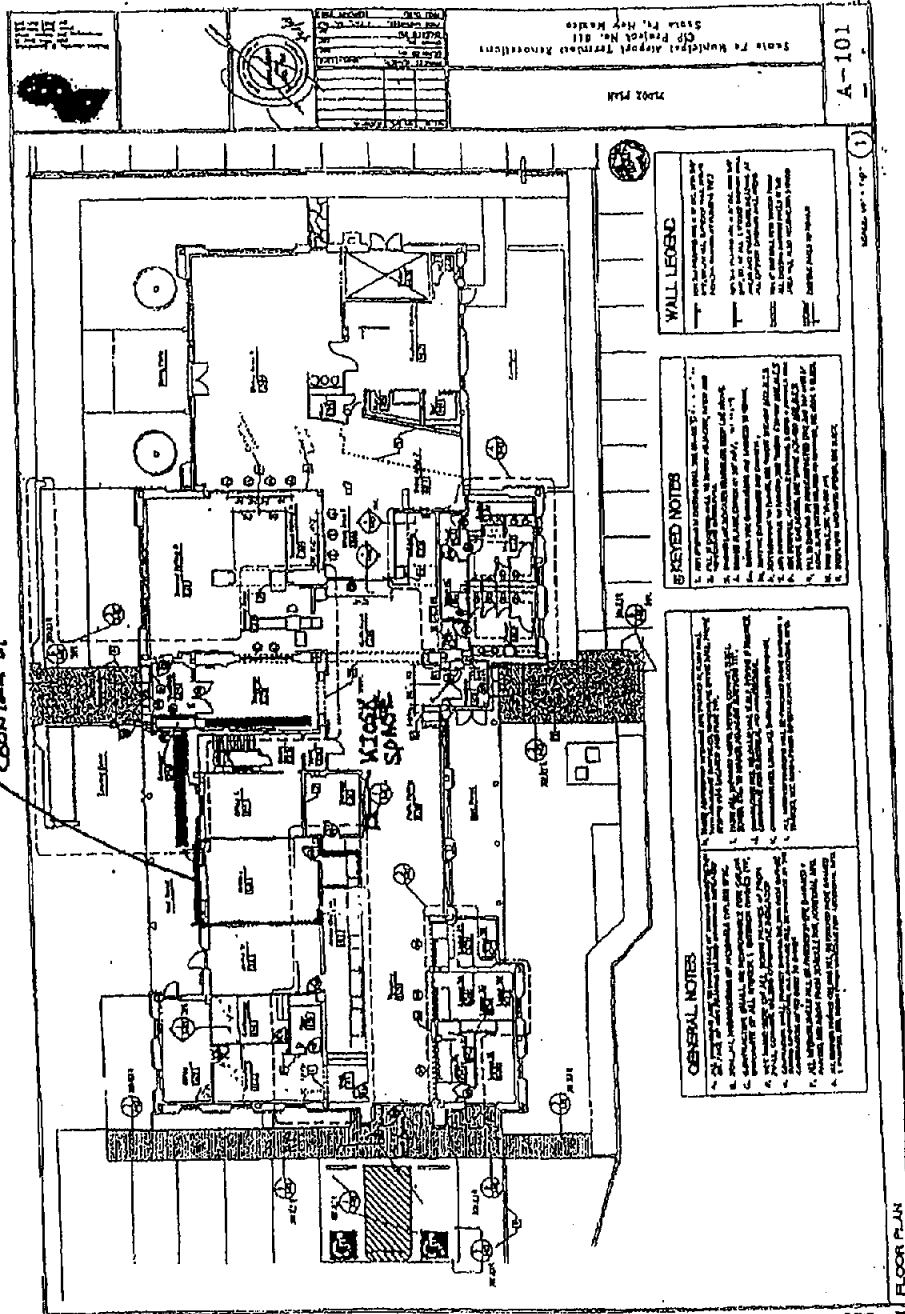
*Becky Coffman*  
Notary Public

My Commission Expires:

1-28-13



OFFICE AND  
COUNTER SPACE



**WALL LEGEND**

1. WALLS TO BE REMOVED OR RELOCATED

2. WALLS TO BE REMOVED OR RELOCATED

3. WALLS TO BE REMOVED OR RELOCATED

4. WALLS TO BE REMOVED OR RELOCATED

5. WALLS TO BE REMOVED OR RELOCATED

6. WALLS TO BE REMOVED OR RELOCATED

7. WALLS TO BE REMOVED OR RELOCATED

8. WALLS TO BE REMOVED OR RELOCATED

9. WALLS TO BE REMOVED OR RELOCATED

10. WALLS TO BE REMOVED OR RELOCATED

**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.

3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

6. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

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9. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

10. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

**EXHIBIT A**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.

3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

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7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

8. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

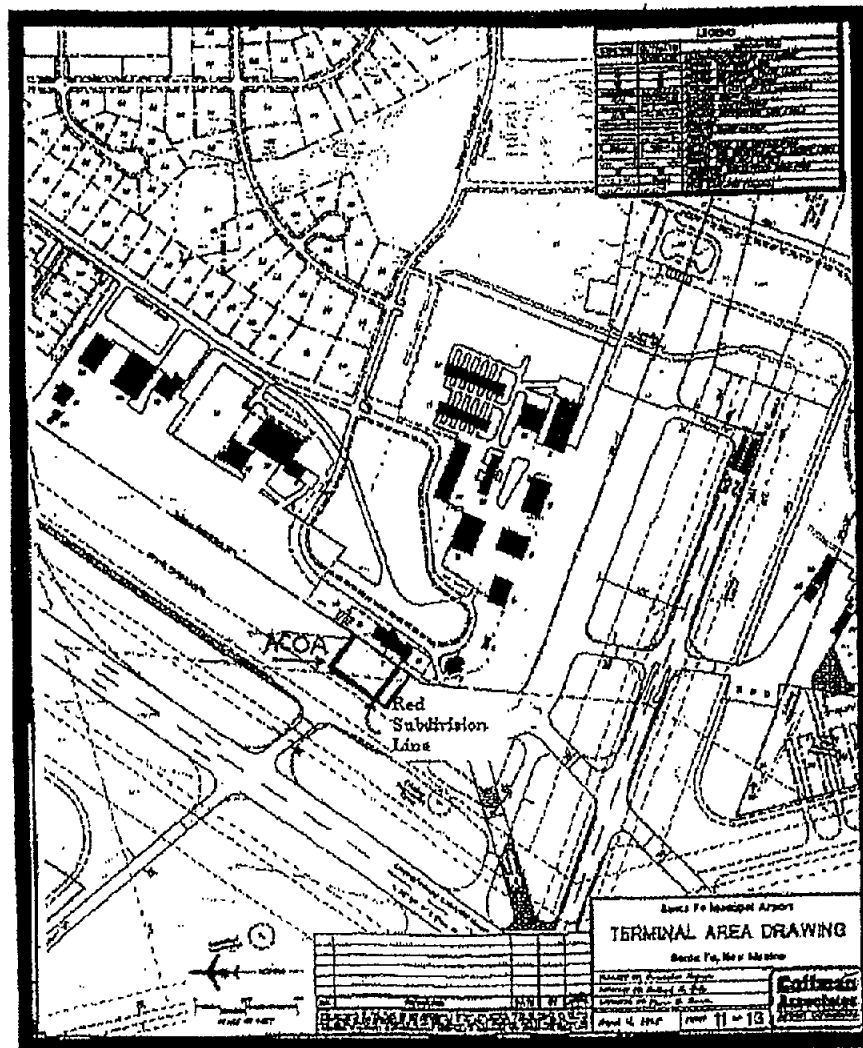
9. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

10. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

FLOOR PLAN



**Aircraft Operating Area (ACOA)**



**BULTHUIS, JON R.**

---

**From:** Cindy Madrid <aaasecurity360@gmail.com>  
**Sent:** Monday, January 12, 2015 9:26 AM  
**To:** BULTHUIS, JON R.  
**Subject:** Re: Santa Fe Airport PSA

Jon,

We are planning on attending the City Council meeting January 14, 2015. I've read the attached documents. Everything is fine except we will have to continue with our current billing rate not the proposed billing rate.

On Thu, Jan 8, 2015 at 9:22 AM, BULTHUIS, JON R. <[jrbulthuis@ci.santa-fe.nm.us](mailto:jrbulthuis@ci.santa-fe.nm.us)> wrote:

Jacob –

I've attached a copy of the PSA that will be considered by the Santa Fe City Council at their January 14, 2015, meeting at 5:00PM. The content is identical to that contained in the RFP document with the only revisions being the term, compensation limit, and the contact for the City of Santa Fe. Please review the attached and give me a call with any questions or concerns. Please let me know if you will be able to be present at the City Council meeting next week.

Thanks,

Jon



**CITY COUNCIL MEETING OF**  
**January 14, 2015**  
**BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION**  
**BY MEMBERS OF THE GOVERNING BODY**

<b>Mayor Javier Gonzales</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
	A RESOLUTION ESTABLISHING A CITY OF SANTA FE VETERANS' ADVISORY BOARD THAT WILL ADDRESS MATTERS AFFECTING VETERANS, PROPOSE SOLUTIONS TO ADDRESS THE NEEDS OF LOCAL VETERANS AND ADVISE THE GOVERNING BODY ON STRATEGIES AND SOLUTIONS ON SUCH MATTERS.	Finance Committee – 2/2/15 City Council – 2/11/15
<b>Councilor Patti Bushee</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
	A RESOLUTION URGING THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT), IN THE INTEREST OF PUBLIC SAFETY, TO EXPEDITE THE CONSTRUCTION OF THE NM 599/VIA VETERANOS (CR70) CONNECTION INTERCHANGE PROJECT.	Public Works Committee - 1/26/15 Finance Committee - 2/2/15 City Council - 2/11/15
<b>Councilor Bill Dimas</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
<b>Councilor Carmichael Dominguez</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
<b>Councilor Peter Ives</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
	A RESOLUTION SUPPORTING AN APPROPRIATION OF 1.44 MILLION DOLLARS BY THE NEW MEXICO STATE LEGISLATURE, DURING THE 2015 LEGISLATIVE SESSION, FOR THE NM GROWN FRESH FRUITS AND VEGETABLES FOR SCHOOL MEALS INITIATIVE.	Finance Committee - 1/20/15 City Council - 1/28/15

*6:11:28 PM*

<b>Councilor Signe Lindell</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
	A RESOLUTION AUTHORIZING THE CONTINUATION OF THE ADDITIONAL ONE DOLLAR (\$1.00) PARKING FEE AT THE SANDOVAL PARKING GARAGE ON ALL USERS AFTER 6:00 P.M. ON THOSE EVENINGS WHEN THE LENSIC PERFORMING ARTS CENTER HAS EVENTS; AND DEDICATING THE ADDITIONAL FUNDS FOR THE SUPPORT OF EDUCATING LOCAL YOUTH ABOUT THE PERFORMING ARTS.	Public Works Committee - 1/26/15 Finance Committee - 2/2/15 City Council - 2/11/15

<b>Councilor Joseph Maestas</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>

<b>Councilor Chris Rivera</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>

<b>Councilor Ron Trujillo</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>

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 Melissa Byers, (505)955-6518, [mdbyers@santafenm.gov](mailto:mdbyers@santafenm.gov) or Rebecca Seligman at (505)955-6501, [rxseligman@santafenm.gov](mailto:rxseligman@santafenm.gov) .

1 CITY OF SANTA FE, NEW MEXICO

2 RESOLUTION NO. 2015-\_\_

3 INTRODUCED BY:

4  
5 Councilor Patti Bushee

6  
7  
8  
9  
10 A RESOLUTION

11 URGING THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT), IN  
12 THE INTEREST OF PUBLIC SAFETY, TO EXPEDITE THE CONSTRUCTION OF  
13 THE NM 599/VIA VETERANOS (CR70 CONNECTOR) INTERCHANGE PROJECT.  
14

15 WHEREAS, the NMDOT Final Project Prioritization Plan for the NM599 Corridor  
16 identified the construction of an interchange at NM 599/Via Veteranos (CR70 Connector) as the  
17 number two priority of NM 599 projects for public funding; and

18 WHEREAS, the construction of the NM 599/Via Veteranos (CR70 Connector)  
19 Interchange, is identified in the Santa Fe Metropolitan Planning Organization Metropolitan  
20 Transportation Plan as a short/medium priority project; and

21 WHEREAS, construction of an interchange at the NM 599/CR62 is identified as the  
22 first priority in the NMDOT Final Project Prioritization Plan for the NM599 Corridor and  
23 has already been constructed; and

24 WHEREAS, since the relief route was completed in 2000, the NMDOT has completed  
25 some upgrades to make the intersection of NM 599/Via Veteranos (CR70 Connector) safer; and

1           **WHEREAS**, in 2011, NMDOT installed flashing beacons on NM 599/Via Veteranos  
2 (CR70 Connector) intersection; and

3           **WHEREAS**, there have been numerous crashes in the last year at the intersection  
4 of NM 599/Via Veteranos (CR70 Connector), despite the flashing lights; and

5           **WHEREAS**, on December 20, 2014, a fatal vehicle accident occurred at the intersection  
6 of NM 599/Via Veteranos (CR70 Connector); and

7           **WHEREAS**, Table 6-1 of the *Santa Fe Metropolitan Transportation Plan 2010-2035 –*  
8 *October 2010* lists construction of a new interchange at NM 599/Via Veteranos (CR70  
9 Connector) as being needed in the short/medium term which means the improvements need to be  
10 implemented within five to ten years; and

11           **WHEREAS**, Table 7-2 of the Santa Fe Metropolitan Transportation Plan 2010-2035 –  
12 October 2010 lists the timing based on fiscal constraints for the construction of a new interchange  
13 at NM 599/Via Veteranos (CR70 Connector) in approximately 2021-2025; and

14           **WHEREAS**, the NMDOT is the lead agency for the NM 599/Via Veteranos (CR70  
15 Connector) interchange project and has projected funding for the project to be \$8,000,000; and

16           **WHEREAS**, such funding will pay for the preliminary engineering and new interchange  
17 construction.

18           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
19 **CITY OF SANTA FE** that the Governing Body hereby urges the NMDOT, in the interest of  
20 public safety, to secure the necessary funding to expedite the construction of the NM 599/Via  
21 Veteranos (CR70 Connector) Interchange Project.

22           **BE IT FURTHER RESOLVED** that staff is directed to forward a copy of this  
23 resolution to the Santa Fe MPO and the NMDOT.

24           PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
25

1  
2 JAVIER M. GONZALES, MAYOR  
3  
4

5 ATTEST:  
6  
7

8 YOLANDA Y. VIGIL, CITY CLERK  
9

10 APPROVED AS TO FORM:  
11

12 KELLEY A. BRENNAN, CITY ATTORNEY  
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*M/Legislation/Resolutions 2015/NM 599-Via Veteranos(CR 70 Connector)KPW Edits*

1 CITY OF SANTA FE, NEW MEXICO

2 RESOLUTION NO. 2015 – \_\_\_\_\_

3 INTRODUCED BY:

4  
5 Councilor Peter Ives

6  
7  
8  
9  
10 A RESOLUTION

11 SUPPORTING AN APPROPRIATION OF 1.44 MILLION DOLLARS BY THE NEW  
12 MEXICO STATE LEGISLATURE, DURING THE 2015 LEGISLATIVE SESSION, FOR  
13 THE NM GROWN FRESH FRUITS AND VEGETABLES FOR SCHOOL MEALS  
14 INITIATIVE.

15  
16 WHEREAS, the 60 day session of the 2014 Legislative Session begins on January 20, 2015;  
17 and

18 WHEREAS, the Santa Fe City and County Advisory Council on Food Policy has  
19 requested that the Governing Body support an appropriation of 1.44 million dollars by the New  
20 Mexico State Legislature for the NM Grown Fresh Fruits and Vegetables for School Meals Initiative;  
21 and

22 WHEREAS, approximately fourteen percent of kindergarteners and almost twenty one  
23 percent of third graders in New Mexico are considered overweight or obese; and

24 WHEREAS, the National School Lunch Program makes it possible for school children in the  
25 United States to receive a nutritious lunch every school day; and



1       **WHEREAS**, 345,000 children participate in the school lunch programs throughout New  
2 Mexico, and more than 231,000 of those children are eligible to participate in free or reduced price  
3 school meal programs; and

4       **WHEREAS**, the National School Lunch Program provides a reimbursement of \$2.98 for free  
5 lunches and \$2.58 for reduced-price lunches; and

6       **WHEREAS**, local school meal programs will see an average increase in the cost of food  
7 equivalent to \$0.25 to \$0.75 per meal, but there will be a minimal National School Lunch Program  
8 increase of only \$0.06 reimbursement per meal; and

9       **WHEREAS**, the NM Grown Fresh Fruits and Vegetables for School Meals Initiative  
10 promotes the purchase of New Mexico fruits and vegetables for school lunch programs in order to  
11 enhance the diet of school children and help school meal programs comply with new Federal rules  
12 that require additional servings of fruits and vegetables in school lunches; and

13       **WHEREAS**, there is an emerging agricultural sector in New Mexico comprised of small and  
14 medium size fruit and vegetable farmers, who can respond to this new food market for local produce  
15 in the school meal programs; and

16       **WHEREAS**, increased funding from the state legislature will enable school meal programs  
17 and local school districts to purchase New Mexico grown produce and serve more fresh fruits and  
18 vegetables to our children for their health and well-being; and

19       **WHEREAS**, increased funding from the state legislature for school meals programs also  
20 supports economic development and opportunities for our local farmers; and

21       **WHEREAS**, increasing funding would assist school children and farmers within Santa Fe  
22 County.

23       **NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
24 **CITY OF SANTA FE** that the Governing Body hereby supports an appropriation of 1.44 million  
25 dollars by the New Mexico State Legislature, during the 2015 legislative session, for the NM Grown

1 Fresh Fruits and Vegetables for School Meals Initiative that would enable school meal programs and  
2 local school districts to purchase New Mexico grown produce, serve more fresh fruits and vegetables  
3 for the benefit of health and well-being for New Mexico's children and support economic  
4 development and opportunities for New Mexico farmers.

5 **BE IT FURTHER RESOLVED** that the City Clerk is directed to forward a copy of this  
6 resolution to the City of Santa Fe lobbyist and the City of Santa Fe State Legislative Delegation.

7 PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

8  
9 \_\_\_\_\_  
10 JAVIER M. GONZALES, MAYOR  
11

12 ATTEST:

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14 \_\_\_\_\_  
15 YOLANDA Y. VIGIL, CITY CLERK

16 APPROVED AS TO FORM:

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19 KELLEY A. BRENNAN, CITY ATTORNEY  
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25 *M/Legislation/Resolutions2015/NM Grown Produce for School Meals*

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2015\_\_

INTRODUCED BY:

Mayor Javier M. Gonzales

A RESOLUTION

ESTABLISHING A CITY OF SANTA FE VETERANS' ADVISORY BOARD THAT WILL ADDRESS MATTERS AFFECTING VETERANS, PROPOSE SOLUTIONS TO ADDRESS THE NEEDS OF LOCAL VETERANS AND ADVISE THE GOVERNING BODY ON STRATEGIES AND SOLUTIONS ON SUCH MATTERS.

**WHEREAS**, the City of Santa Fe recognizes and appreciates the service of brave men and woman in our community who have served our great Country; and

**WHEREAS**, our older veterans are faced with many of the problems and issues associated with age; and

**WHEREAS**, our younger veterans are faced with problems and issues of unemployment and underemployment; and

**WHEREAS**, there are varying levels of service made available to veterans at the federal, state and local level, as well as services made available through local non-profits; and

**WHEREAS**, the mission of the United States Department of Veterans Affairs is to fulfill President Lincoln's promise "To care for him who shall have borne the battle, and for his widow, and

his orphan" by serving and honoring the men and women who are America's veterans; and

**WHEREAS**, the mission of the New Mexico Department of Veterans' Services is to provide assistance to veterans, their widows, and their children in establishing the privileges which they are legally entitled, such as health care, educational benefits and the right to a proper burial; and

**WHEREAS**, the Governing Body has shown support for local veterans in our community through the adoption of various pieces of legislation which include, but are not limited to the following:

- Designating funds received from the New Mexico Department of Veterans' Services, pursuant to state law, solely for veteran programs;
- Implementing a City of Santa Fe Veterans' Hiring Initiative;
- Supporting the development of a veterans art therapy program in Santa Fe;
- Urging the City's Congressional Delegation to support efforts to build, preserve, rehabilitate and operate rental housing that is affordable for low income veterans and their families;
- Directing staff to explore the resources and programs provided by the federal government that would help end veteran homelessness in our community by the end of 2015; and

**WHEREAS**, recently, the New Mexico Veterans Administration opened the Santa Fe Community Based Outpatient Clinic which is designed to deliver primary care services to eligible Veterans; and

**WHEREAS**, the Santa Fe Vet Center provides a broad range of counseling, outreach, and referral services to combat Veterans and their families; and

**WHEREAS**, there is a need to continue to assist local veterans in Santa Fe, therefore, the Governing Body desires to establish a Veterans' Advisory Board that would address matters affecting veterans, propose solutions to alleviate or address the needs of local veterans and recognize the contributions local veterans have made.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**

1 **CITY OF SANTA FE** that the Governing Body hereby salutes the brave service of local men and  
2 women in our community who have served our great Country.

3 **BE IT FURTHER RESOLVED** that the Governing Body hereby establishes a board to  
4 address matters affecting local veterans.

5 **Section 1. NAME:** The board shall be called the Veterans' Advisory Board ("Board").

6 **Section 2. PURPOSE:** The purpose of the Board is to advise the Governing Body on  
7 strategies and solutions to address the needs of local veterans which include, but are not limited to  
8 medical needs, housing, employment and homelessness.

9 **Section 3. DUTIES AND RESPONSIBILITIES:**

10 A. Make recommendations for the use of funds received from the New Mexico  
11 Department of Veterans' Services, in accordance with state law and the New Mexico Veterans'  
12 National Cemetery Fund, for veteran programs, pursuant to City of Santa Fe Resolution No. 2013-2.

13 B. Make recommendations related to transition services for soon to be released veterans  
14 would meet with Workforce Development to assess if the person holds or because of military  
15 experience could earn licensure that would be needed in a civilian job, job seeking skills, registration  
16 with Workforce Development.

17 C. Compile and maintain a listing of physical and behavioral health services available  
18 for veterans.

19 D. Compile and maintain a "how-to" for veterans to receive:

20 (1) Down-payment assistance for home ownership; or

21 (2) Rental assistance for first time renters; or

22 (3) Shelter plus care rental for those needing additional services to maintain  
23 housing.

24 E. Review and make recommendations how to provide assistance to veterans for items  
25 that cannot be paid for with federal funds, i.e., bus passes, Railrunner passes to go to the Albuquerque

1 VA Hospital and Veteran's Integration Center, a resource directory and access to a computer with fax  
2 and printer for veterans.

3 F. Assist local nonprofits who work with individuals to access Social Security benefits;  
4 investigate SOAR, a program to streamline application process to access Social Security benefits.

5 G. Work with local nonprofits to bring in more life skills and behavioral health capacity  
6 services.

7 H. Work with State of NM Workforce Development to promote existing services.

8 I. Work with the Santa Fe Resource Opportunity Center to make outreach efforts to  
9 veterans who are experiencing homelessness.

10 J. Recognize and honor the accomplishments of local veterans.

11 **Section 4. MEMBERSHIP; OFFICERS; TERM:**

12 A. *Membership.* The Board's membership shall consist of nine members, one member  
13 selected by each councilor and the mayor. Appointees of the Board shall be residents of the Santa Fe  
14 County, preferably veterans. To the greatest extent possible, the Board shall include representation  
15 from:

- 16 • The business community
- 17 • A mental health provider
- 18 • A homeless service provider
- 19 • A local housing services provider
- 20 • A financial services provider
- 21 • A medical services provider

22 B. *Officers.* The Mayor's appointee shall be the chairperson. The chairperson shall  
23 appoint a vice-chair person.

24 C. *Terms.* Beginning with the adoption of this resolution, four of the members shall be  
25 appointed for one year terms and five shall be appointed for two year terms. Subsequent terms shall

be for two years to maintain staggering of terms. There is no limitation to reappointment. The members shall serve at the pleasure of the Governing Body and may be removed at any time with or without cause.

**Section 5. VACANCIES:** Vacancies shall be filled in the same manner as initial appointments and shall be for the remainder of the term. Vacancies shall be filled as to maintain the balance of interest group representation.

**Section 6. MEETINGS:** A quorum shall be at least five members. The Board shall also conduct all meetings in accordance with adopted City policies and procedures and shall use *Robert's Rules of Order* in conducting its meetings. The Board shall meet a minimum of one time per month, as determined by the Board but not less than once a quarter.

**Section 7. STAFF LIAISON:** Community Services staff shall serve as staff liaison to the Board.

PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

*M/Legislation/Resolutions 2015/Veterans Advisory Board*

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2015 - \_\_\_\_

INTRODUCED BY:

Councilor Signe Lindell

A RESOLUTION

**AUTHORIZING THE CONTINUATION OF THE ADDITIONAL ONE DOLLAR (\$1.00) PARKING FEE AT THE SANDOVAL PARKING GARAGE ON ALL USERS AFTER 6:00 P.M. ON THOSE EVENINGS WHEN THE LENSIC PERFORMING ARTS CENTER HAS EVENTS; AND DEDICATING THE ADDITIONAL FUNDS FOR THE SUPPORT OF EDUCATING LOCAL YOUTH ABOUT THE PERFORMING ARTS.**

**WHEREAS**, through the adoption of Resolution #2011-3, the Governing Body authorized the City of Santa Fe to assess an additional one dollar (\$1.00) parking fee at the Sandoval parking garage on all users after 6:00 p.m. on those evenings when the Lensic Performing Arts Center had events and to dedicate the additional funds for the support of the performing arts through a professional services agreement with the Lensic Performing Arts Center; and

**WHEREAS**, the city's parking facility, known as the Sandoval parking garage, is located in close proximity to the Lensic Performing Arts Center and the Lensic's evening performances are responsible for a significant portion of the year-round after 6:00 p.m. revenue generated by the Sandoval parking garage; and

*Exhibit "11"*



1       **WHEREAS**, the Lensic is an important contributor to arts education for the public schools  
2 by providing up to 15,000 elementary school children, each year, with the opportunity to enjoy free  
3 performances and artist interactions at the Lensic in conjunction with curricula developed by their  
4 teachers through the Santa Fe Public School District's Performing Arts for Student Success (PASS)  
5 Program; and

6       **WHEREAS**, the PASS Program provides an essential introduction to the performing arts for  
7 many young people; and

8       **WHEREAS**, as students progress through grade levels, they see a different event each year,  
9 exposing them to a wide variety of performances such as classical music concerts, theater and dance  
10 productions, poetry slams, local folk music and opera; and

11       **WHEREAS**, as a result, Santa Fe's school children benefit socially, educationally and  
12 culturally through access to performances such as Nuestra Música, the Santa Fe Symphony Orchestra  
13 and Chorus, Santa Fe Pro Musica, Circus Luminous, Aspen Santa Fe Ballet, and others; and

14       **WHEREAS**, due to the national and local economic downturn, the availability and  
15 continuance of these children's educational performing arts programs provided at the current levels  
16 by the Lensic are at risk due to lack of funding; and

17       **WHEREAS**, due to the unique location of the Sandoval parking garage being in such close  
18 proximity to the Lensic Performing Arts Center and the Lensic's dedication to continue programs that  
19 provide Santa Fe's public school children with access to learning about and appreciating the  
20 performing arts, it is appropriate to enter into a professional services agreement with the Lensic for  
21 the purpose of continuing programs that educate local youth about the performing arts and to fund the  
22 agreement with an increase in parking fees at the garage.

23       **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
24 **CITY OF SANTA FE** that the City of Santa Fe is authorized to continue the additional one dollar  
25 (\$1.00) parking fee at the Sandoval parking garage on all users after 6:00 p.m. on those evenings

1 when the Lensic Performing Arts Center has events; and to dedicate the additional funds for the  
2 support of the performing arts through a professional services agreement with the Lensic Performing  
3 Arts Center.

4 **BE IT FURTHER RESOLVED** that the professional services agreement, which shall be  
5 reviewed by the Governing Body, shall ensure the continuation of those programs and performances  
6 attended by Santa Fe's public school students included in the PASS Program. The professional  
7 services agreement shall be for a term of four years, after which time this resolution and the  
8 agreement may be reevaluated by the Governing Body.

9 **BE IT FURTHER RESOLVED** that the Lensic shall provide an annual report to the city on  
10 December 31<sup>st</sup> of each calendar year of the programs and performances funded by the professional  
11 services agreement, including numbers of students attending free performances and the total value of  
12 the Lensic's provision of these performances.

13 **BE IT FURTHER RESOLVED** that the Governing Body desires to continue the  
14 professional services agreement and shall review the information from the Lensic, on an annual basis,  
15 regarding the effect of the increase in parking fees on the Lensic's ticket sales and other effects of the  
16 increase in parking fees at the Sandoval parking garage.

17 PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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19 \_\_\_\_\_  
20 JAVIER M. GONZALES, MAYOR

21 ATTEST:

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23 \_\_\_\_\_  
24 YOLANDA Y. VIGIL, CITY CLERK  
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APPROVED AS TO FORM:

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KELLEY A. BRENNAN, CITY ATTORNEY

**CITY OF SANTA FE, NEW MEXICO**  
**PROPOSED AMENDMENT(S) TO BILL NO. 2014-36**  
**Plaza Pushcart Vendors**

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Mayor and Members of the City Council:

We propose the following amendment(s) to Bill No. 2014-36:

1. On page 9, lines 10, after "times" *insert* "per year,"
2. On page 9, line 14 *delete* "eight (8)" and *insert* "six (6)" in lieu thereof

Respectfully submitted,

\_\_\_\_\_  
Signe I. Lindell, Councilor

ADOPTED: \_\_\_\_\_  
NOT ADOPTED: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk