



# Agenda

REGULAR MEETING OF  
THE GOVERNING BODY  
JULY 11, 2012  
CITY COUNCIL CHAMBERS

## AMENDED - ITEMS #12 and #15

### AFTERNOON SESSION – 5:00 P.M.

CITY CLERK'S OFFICE

DATE 7-9-12 TIME 2:00pm

SERVED BY [Signature]

RECEIVED BY [Signature]

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 – June 27, 2012
9. PRESENTATIONS
  - a) UNESCO Creative Cities Report/Introduction of Mayor Cho and Delegates from Icheon, S. Korea. (Sabrina Pratt) (5 minutes)
  - b) Introduction of Law Enforcement Academy Graduates and Hired Laterals. (Chief Ray Rael) (5 minutes)
  - c) 2012 BizMIX Winners. (Kate Noble) (5 minutes)
10. CONSENT CALENDAR
  - a) Request for Approval of Sole Source Procurement and Maintenance Agreement – Hardware and Software Services for Library Division; Innovative Interfaces, Inc. (Patricia Hodapp)
  - b) Request for Approval of Professional Services Agreement – Engineering, Architectural and Planning Consultant Services for Santa Fe Municipal Airport (RFP #12/21/P); Molzen-Corbin & Associates. (Jim Montman)



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- c) Request to Publish Notice of Public Hearing on August 8, 2012:
- 1) Bill No. 2012-21: An Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and Between the City of Santa Fe, New Mexico (the "Governmental Unit") and the New Mexico Finance Authority, Evidencing a Special, Limited Obligation of the Governmental Unit to Pay a Principal Amount of \$5,000,000, Together with Interest Thereon, for the Purpose of Defraying the Cost of Purchasing, Furnishing, Equipping, Rehabilitating, Making Additions to and Making Improvements to the Railyard Condo Unit for Existing and Future Municipal Facilities; Providing for the Payment of the Principal and Interest Due Under the Loan Agreement Solely from (1) the Revenues of the Governmental Unit's One-Half of One Percent (1/2%) Municipal Gross Receipts Tax Distributed to the Governmental Unit by the State Taxation and Revenue Department, (2) the Revenues of the Governmental Unit's One-Eighth of One Percent (1/8%) Municipal Infrastructure Gross Receipts Tax Distributed to the Governmental Unit by the State Taxation and Revenue Department, and (3) the Revenues of the State-Shared Gross Receipts Tax Distributed to the Governmental Unit Pursuant to Section 7-1-6.4, NMSA 1978, as Amended; Providing for the Distribution of Certain Gross Receipts Tax Revenues to be Redirected by the State Taxation and Revenue Department to the New Mexico Finance Authority or its Assigns for the Payment of Principal and Interest Due on the Loan Agreement Pursuant to an Intercept Agreement; Approving the Form and Terms of, and Other Details Concerning the Loan Agreement and the Intercept Agreement; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Ordinance; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan Agreement and Intercept Agreement. (Dr. Melville Morgan and Helene Hausman)
  - 2) Bill No. 2012-22: An Ordinance Amending Section 2-1.11 SFCC 1987 to Authorize the Mayor to Appoint a City Councilor as Parliamentarian of the Governing Body. (Councilor Wurzbarger and Councilor Ives) (Geno Zamora)



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- d) Request for Approval of Award for Automobile Rental Concessions (RFP #12/22/P) for Santa Fe Municipal Airport. (Jim Montman)
  - 1) Request for Approval of Terminal Auto Concession Lease Agreement; Hertz Corporation.
  - 2) Request for Approval of Terminal Auto Concession Lease Agreement; Avis Rent A Car System, LLC.
- e) Request for Approval of Nutrition Service Incentive Program Agreement – Fiscal Year 2012/2013 Nutrition Program for Senior Services Division; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging. (Ron Vialpando)
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- f) Request for Approval of Vendor Agreement – Transportation, Nutrition and In-Home Support Services for Division of Senior Services; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging. (Ron Vialpando)
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- h) CONSIDERATION OF RESOLUTION NO. 2012-\_\_\_\_. (Councilor Bushee)  
A Resolution Amending the City of Santa Fe Records Retention Rule for Campaign Contribution Reports. (Yolanda Y. Vigil)
- i) Request for Approval of Professional Services Agreement – Printing and Mailing Services of Utility Bills and Reimbursement of Postage Fees; DataPrint, LLC. (Peter Ortega) **(Postponed at June 27, 2012 City Council Meeting)**



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- j) Action Regarding the Status of Communications with New Mexico Consolidated Construction Services, LLC and New Mexico School for the Arts and Relating to Consideration of the Purchase, Acquisition or Disposal of Real Property at St. Catherine's School Campus. (Geno Zamora and Robert Romero) (Postponed at June 27, 2012 City Council Meeting) **(Withdrawn by Staff)**
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12. Request for Approval of Amendment #4 to Professional Services Agreement for Security Services at Genoveva Chavez Community Center; Chavez Security, Inc. (Liza Suzanne)
13. MATTERS FROM THE CITY MANAGER
14. MATTERS FROM THE CITY ATTORNEY
- Executive Session:
- Discussion of Collective Bargaining Negotiations Between the City of Santa Fe and All Bargaining Units Representing the Employees of the City of Santa Fe, in Accordance with the New Mexico Open Meetings Act, §10-15-1(H)(5), NMSA 1978.
15. Action Regarding Collective Bargaining Negotiations Between the City of Santa Fe and All Bargaining Units Representing the Employees of the City of Santa Fe, Including Approval of Finally Negotiated Collective Bargaining Agreements with Any or All Bargaining Units. (Robert Romero)
16. MATTERS FROM THE CITY CLERK
17. COMMUNICATIONS FROM THE GOVERNING BODY

## **EVENING SESSION – 7:00 P.M.**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE



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C. SALUTE TO THE NEW MEXICO FLAG

D. INVOCATION

E. ROLL CALL

F. PETITIONS FROM THE FLOOR

G. APPOINTMENTS

H. PUBLIC HEARINGS:

- 1) CONSIDERATION OF RESOLUTION NO. 2012-\_\_\_\_. (Councilor Calvert, Councilor Rivera, Councilor Wurzbarger, Councilor Bushee, Councilor Ives, Councilor Trujillo, Councilor Dominguez and Councilor Dimas)  
A Resolution Proclaiming Severe or Extreme Drought Conditions in the City of Santa Fe and Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Fire Marshal Gonzales and Alfred Walker)
- 2) Request from Swiss Bakery Pastries & Bistro, LLC for a Restaurant Liquor License (Beer and Wine On-Premise Consumption Only) to be Located at Swiss Bakery Pastries & Bistro, 401 S. Guadalupe Street. (Yolanda Y. Vigil)
- 3) Request from Le Chantilly Café, LLC for the Following: (Yolanda Y. Vigil)
  - a) Pursuant to §60-6B-10 NMSA 1978, a Request for a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcoholic Beverages (Beer and Wine Only) at Le Chantilly Café, 311 Old Santa Fe Trail Which Is Within 300 Feet of the Property Line of The Cathedral Basilica of St. Francis of Assisi, 131 Cathedral Place and San Miguel Mission Church, 401 Old Santa Fe Trail.
  - b) If the Waiver of the 300 Foot Restriction is Granted, a Request from Le Chantilly Café, LLC for a Restaurant Liquor License (Beer and Wine On-Premise Consumption Only) to be Located at Le Chantilly Café, 311 Old Santa Fe Trail.



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- 4) Request from M2 Productions for a Waiver of the 300 Foot Location Restriction to Allow the Sale, Dispensing and Consumption of Alcoholic Beverages at El Museo Cultural, 555 Calle de la Familia, Which is Within 300 Feet of Tierra Encantada Charter School @ Alvord, 551 Alarid Street. The Request is for the Following Events: (Yolanda Y. Vigil)
  - August 10, 2012 (5:30 p.m. - 9:00 p.m.) -- Santa Fe Show Opening
  - August 11,12,13,17,18,19, 2012 (12:00 p.m. - 5:00 p.m.)--Santa Fe Show
- 5) Request from St. John's College for a Waiver of the 300 Foot Location Restriction to Allow the Sale, Dispensing and Consumption of Alcoholic Beverages at St. John's College (Soccer Field), 1160 Camino Cruz Blanca. The Request is for a MIX Networking Event to be Held from 6:00 p.m. to 8:00 p.m. on Thursday, July 19, 2012. (Yolanda Y. Vigil)
- 6) CONSIDERATION OF BILL NO. 2012-16: ADOPTION OF ORDINANCE NO. 2012-\_\_\_\_. (Councilor Calvert, Councilor Rivera and Councilor Dimas)  
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- 8) CONSIDERATION OF BILL NO. 2012-18: ADOPTION OF ORDINANCE NO. 2012-\_\_\_\_. (Councilor Calvert)  
An Ordinance Amending the Title of Chapter XXI from Solid Waste to Environmental Services; Amending Exhibit B of Chapter XXI SFCC 1987 to Establish an Annual 3.2% Rate Increase, for Four Years, for Residential Curbside Service, Commercial Non-Compacting Rear-Loading Service, Light Commercial Non-Compacting Rear-Loading Service, Commercial Non-Compacting Front-Loading Service, Commercial Compacting Front-Loading Service, Commercial Non-Compacting Roll Off Service, Commercial Compacting Compactor Roll-Off Service and Residential Large Item Service; and Making Such Other Changes as are Necessary. (Cindy Padilla)



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- 9) CONSIDERATION OF RESOLUTION NO. 2012-\_\_\_\_.  
**Case #2012-52. Shellabarger Tennis Center General Plan Amendment.** Santa Fe Planning Group, Agents for Eric Rose and Sam Hitman, Request Approval of a General Plan Future Land Use Map Amendment to Change the Designation of 8.62± Acres of Land from Public/Institutional to Community Commercial. The Property is Located at 2400 Alumni Drive, in the Vicinity of Siringo Road and Alumni Drive. (Heather Lamboy)
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## I. ADJOURN



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**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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CITY COUNCIL CHAMBERS

**AFTERNOON SESSION – 5:00 P.M.**

CITY CLERK'S OFFICE

DATE 7-6-12 TIME 4:40 pm

SERVED BY

RECEIVED BY

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- B. PLEDGE OF ALLEGIANCE
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**SUMMARY INDEX  
SANTA FE CITY COUNCIL MEETING  
July 11, 2012**

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2012 BixMIX WINNERS		5-6
UNESCO CREATIVE CITIES REPORT/ INTRODUCTION OF MAYOR CHO AND DELEGATES FROM INCHEON, S. KOREA		6-8
PURSUANT TO RESOLUTION 2012-36 – INVENTORY OF ANNEXATION ITEMS AND ISSUES TO BE DISCUSSED BETWEEN THE GOVERNING BODIES OF THE CITY AND THE COUNTY	Information/discussion/direction	8-17
REQUEST FOR APPROVAL OF AMENDMENT #4 TO PROFESSIONAL SERVICES AGREEMENT FOR SECURITY SERVICES AT GENOVEVA CHAVEZ COMMUNITY CENTER; CHAVEZ SECURITY, INC.	Approved	17-18
MATTERS FROM THE CITY MANAGER	None	18

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
<u>MATTERS FROM THE CITY ATTORNEY</u>		
EXECUTIVE SESSION	Approved	18-20
MOTION TO COME OUT OF EXECUTIVE SESSION	Approved	20
ACTION REGARDING COLLECTIVE BARGAINING NEGOTIATIONS BETWEEN THE CITY OF SANTA FE AND ALL BARGAINING UNITS REPRESENTING THE EMPLOYEES OF THE CITY OF SANTA FE, INCLUDING APPROVAL OF FINALLY NEGOTIATED COLLECTIVE BARGAINING AGREEMENTS WITH ANY OR ALL BARGAINING UNITS	AFSCME approved POA approved w/clarification	20-21
<u>EVENING SESSION</u>		
CALL TO ORDER AND ROLL CALL	Quorum	22
PETITIONS FROM THE FLOOR		22-23
<u>APPOINTMENTS</u>		
Archaeological Review Committee	Approved	23
Sustainable Santa Fe Commission	Approved	23
<u>PUBLIC HEARING</u>		
CONSIDERATION OF RESOLUTION NO. 2012- ____ A RESOLUTION PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS IN THE CITY OF SANTA FE AND RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES	Postponed to 07/25/12	24
REQUEST FROM SWISS BAKERY PASTRIES & BISTRO, LLC, FOR A RESTAURANT LIQUOR LICENSE (BEER AND WINE ON-PREMISE CONSUMPTION ONLY) TO BE LOCATED AT SWISS BAKERY PASTRIES & BISTRO, 401 S. GUADALUPE STREET	Approved	24

**ITEM****ACTION****PAGE #**

REQUEST FROM LE CHANTILLY CAFÉ, LLC,  
FOR THE FOLLOWING:

PURSUANT TO §60-6B-10 NMSA 1978, A  
REQUEST FOR A WAIVER OF THE 300  
FOOT LOCATION RESTRICTION AND  
APPROVAL TO ALLOW THE SALE OF  
ALCOHOLIC BEVERAGES (BEER AND WINE  
ONLY) AT LE CHANTILLY CAFÉ, 311 OLD  
SANTA FE TRAIL WHICH IS WITHIN 300  
FEET OF THE PROPERTY LINE OF THE  
CATHEDRAL BASILICA OF ST. FRANCIS OF  
ASSISI, 131 CATHEDRAL PLACE AND SAN  
MIGUEL MISSION CHURCH, 401 OLD SANTA  
FE TRAIL

Approved

25-26

IF THE WAIVER OF THE 300 FOOT  
RESTRICTION IS GRANTED, A REQUEST  
FROM LE CHANTILLY CAFÉ, LLC, FOR A  
RESTAURANT LIQUOR LICENSE (BEER AND  
WINE ON-PREMISE CONSUMPTION ONLY)  
TO BE LOCATED AT LE CHANTILLY CAFÉ,  
311 OLD SANTA FE TRAIL.

Approved

25-26

REQUEST FROM M2 PRODUCTIONS FOR A WAIVER OF  
THE 300 FOOT LOCATION RESTRICTION TO ALLOW  
THE SALE, DISPENSING AND CONSUMPTION OF  
ALCOHOLIC BEVERAGES AT EL MUSEO CULTURAL,  
555 CALLE DE LA FAMILIA, WHICH IS WITHIN 300 FEET  
OF TIERRA ENCANTADA CHARTER SCHOOL @ ALVORD,  
551 ALARID STREET. THE REQUEST IS FOR THE  
FOLLOWING EVENTS: August 10, 2012 (5:30 p.m.-  
9:00 p.m.)SANTA FE SHOW OPENING; AND AUGUST 11,  
12, 13, 17, 18 19, 2012 (12:00 P.M. - 5:00 P.M.)  
– SANTA FE SHOW

Approved [amended]

26-27

REQUEST FROM ST. JOHN'S COLLEGE FOR A  
WAIVER OF THE 300 FOOT LOCATION RESTRICTION  
TO ALLOW THE SALE, DISPENSING AND  
CONSUMPTION OF ALCOHOLIC BEVERAGES AT ST.  
JOHN'S COLLEGE (SOCCER FIELD), 1160 CAMINO  
CRUZ BLANCA. THE REQUEST IS FOR A MIX  
NETWORKING EVENT TO BE HELD FROM 6:00 P.M.  
TO 8:00 P.M. ON THURSDAY, JULY 19, 2012

Approved

27-28

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
CONSIDERATION OF BILL NO. 2012-16 ADOPTION OF ORDINANCE NO. 2012-22. AN ORDINANCE AMENDING SECTION 25-1.8 SFCC 1987, RELATING TO THE FLUORIDE ION LEVEL IN THE CITY WATER SUPPLY	Approved [amended]	28-45
CONSIDERATION OF BILL NO. 2012-17: ADOPTION OF ORDINANCE NO. 2012-23. AN ORDINANCE AMENDING SECTION 14-8.13(B)(3) SFCC 1987, TO CLARIFY HOW WATER USAGE OF EXISTING STRUCTURES OR USES MAY BE APPLIED TO DEVELOPMENT WATER BUDGETS FOR PROPOSED STRUCTURES AND USES	Approved	45-49
CONSIDERATION OF BILL NO. 2012-28: ADOPTION OF ORDINANCE NO. 2012-24. AN ORDINANCE AMENDING THE TITLE OF CHAPTER XXI, FROM SOLID WASTE TO ENVIRONMENTAL SERVICES; AMENDING EXHIBIT B OF CHAPTER XXI, SFCC 1987, TO ESTABLISH AN ANNUAL 3.2% RATE INCREASE, FOR FOUR YEARS, FOR RESIDENTIAL CURBSIDE SERVICE, COMMERCIAL NON-COMPACTING REAR-LOADING SERVICE, LIGHT COMMERCIAL NON-COMPACTING REAR-LOADING SERVICE, COMMERCIAL NON-COMPACTING FRONT-LOADING SERVICE, COMMERCIAL COMPACTING FRONT-LOADING SERVICE, COMMERCIAL NON-COMPACTING ROLL OFF SERVICE, COMMERCIAL COMPACTING COMPACTOR ROLL-OFF SERVICE AND RESIDENTIAL LARGE ITEM SERVICE; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY	Approved	49-52
CONSIDERATION OF RESOLUTION NO. 2012- _____. CASE #2012-52. SHELLABERGER TENNIS CENTER GENERAL PLAN AMENDMENT. SANTA FE PLANNING GROUP, AGENTS FOR ERIC ROSE AND SAM HITMAN, REQUEST APPROVAL OF A GENERAL PLAN FUTURE LAND USE MAP AMENDMENT TO CHANGE THE DESIGNATION OF 8.62± ACRES OF LAND FROM PUBLIC/INSTITUTIONAL TO COMMUNITY COMMERCIAL. THE PROPERTY IS LOCATED AT 2400 ALUMNI DRIVE, IN THE VICINITY OF SIRINGO ROAD AND ALUMNI DRIVE	Postponed to 07/25/12	52

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
CONSIDERATION OF BILL NO. 2012-19: ADOPTION OF ORDINANCE NO. 2012: ____ CASE #2010-53. SHELLABERGER TENNIS CENTER REZONING TO C-2. SANTA FE PLANNING GROUP, AGENTS FOR ERIC ROSE AND SAM HITMAN, REQUEST REZONING OF 8.62± ACRES OF LAND FROM R-5 (RESIDENTIAL, 5 DWELLING UNITS PER ACRE) TO C-2 (GENERAL COMMERCIAL). THE PROPERTY IS LOCATED AT 2400 ALUMNI DRIVE, IN THE VICINITY OF SIRINGO ROAD AND ALUMNI DRIVE	Postponed to 07/25/12	52
CONSIDERATION OF RESOLUTION NO. 2012- ____ A RESOLUTION DIRECTING CITY TRAFFIC ENGINEERING STAFF TO IMPLEMENT, ON A ONE-YEAR TRIAL BASIS, ONE-WAY TRAFFIC ON CANYON ROAD EASTBOUND FROM PASEO DE PERALTA TO DELGADO STREET	Postponed to 07/25/12	53
CONSIDERATION OF BILL NO. 2012-20: ADOPTION OF ORDINANCE NO. 2012- ____ CASE #2012-25. 209 E. SANTA FE AVENUE REZONING TO RAC. SOMMER, KARNES & ASSOCIATES, AGENT FOR NEW MEXICO OIL AND GAS ASSOCIATION, REQUESTS REZONING OF APPROXIMATELY 0.4± ACRES FROM R-21 (RESIDENTIAL, 2 DWELLING UNITS PER ACRE) TO RAC (RESIDENTIAL ARTS AND CRAFTS, 21 DWELLING UNITS PER ACRE). THE PROPERTY IS LOCATED AT 203 E. SANTA FE AVENUE (NORTHEAST CORNER OF EAST SANTA FE AVENUE AND WEBBER STREET)	Postponed to 07/25/12	53
.CASE #2012-83. APPEAL. SOMMER, KARNES & ASSOCIATES, LLP, AGENT FOR NEW MEXICO OIL & GAS ASSOCIATION (NMOGA), APPEAL THE JUNE 7, 2012 DECISION OF THE PLANNING COMMISSION IN CASE #2012-54, DENYING NMOGA'S APPLICATION FOR A SPECIAL USER PERMIT FOR A PROFESSIONAL OFFICE AT 203 E. SANTA FE AVENUE	Postponed to 09/25/12	53
MATTERS FROM THE CITY CLERK	None	53
COMMUNICATIONS FROM THE GOVERNING BODY	Information/discussion	53-56
ADJOURN		56

**MINUTES OF THE  
REGULAR MEETING OF THE  
GOVERNING BODY  
Santa Fe, New Mexico  
July 11, 2012**

**AFTERNOON SESSION**

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor David Coss, on Wednesday, July 11, 2012, at approximately 5:00 p.m., in the City Hall Council Chambers. Following the Pledge of Allegiance, Salute to the New Mexico flag, and the Invocation, roll call indicated the presence of a quorum, as follows:

**Members Present**

Mayor David Coss  
Councilor Rebecca Wurzbarger, Mayor Pro-Tem  
Councilor Patti J. Bushee  
Councilor Christopher Calvert  
Councilor Bill Dimas  
Councilor Carmichael A. Dominguez  
Councilor Peter N. Ives  
Councilor Christopher M. Rivera  
Councilor Ronald S. Trujillo

**Others Attending**

Robert Romero, City Manager  
Geno Zamora, City Attorney  
Yolanda Y. Vigil, City Clerk  
Melessia Helberg, Council Stenographer

**6. APPROVAL OF AGENDA**

Mr. Romero said Item H(1) has been withdrawn by staff.

Councilor Calvert would like to keep Item H(1) on the agenda, so it will be there if we need to reinstitute those restrictions quickly. He asked Geno Zamora the appropriate and best way to do this to give ourselves that flexibility.

Mr. Zamora said, "I think the best practice would be to postpone it to the next meeting, and then if it's not necessary at the next meeting, then postpone it to the next meeting, until we get through the fire risk months."

Mr. Romero said there is a request to postpone Items H(9) & (10) to the meeting of July 25, 2012 and to postpone Item (H)11 to the meeting of September 25, 2012.

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

**VOTE:** The motion was approved on a voice vote with Councilors Calvert, Dimas, Dominguez, Ives, Rivera, Trujillo and Wurzburger voting for the motion, none against, and Councilor Bushee absent for the vote.

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

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

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

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

**Against:** None.

**Absent for the vote:** Councilor Bushee.

A copy of a letter dated July 11, 2012, to Heather Lamboy, Land Use Department, from Scott Hoeff, Santa Fe Planning Group, Inc., requesting a postponement of Case #2012-52 and #2012-53 (a/k/a 2010-53) to the Council meeting of July 25, 2012, is incorporated herewith to these minutes as Exhibit "1."

- a) **REQUEST FOR APPROVAL OF SOLE SOURCE PROCUREMENT AND MAINTENANCE AGREEMENT – HARDWARE AND SOFTWARE SERVICES FOR LIBRARY DIVISION; INNOVATIVE INTERFACES, INC. (PATRICIA HODAPP)**
- b) **REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – ENGINEERING, ARCHITECTURAL AND PLANNING CONSULTANT SERVICES FOR SANTA FE MUNICIPAL AIRPORT (RFP #12/21/P); MOLZEN-CORBIN & ASSOCIATES. (JIM MONTMAN)**

**c) REQUEST TO POST NOTICE OF PUBLIC HEARING ON AUGUST 8, 2012:**

- 1) BILL NO. 2012-21: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$5,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF PURCHASING, FURNISHING, EQUIPPING, REHABILITATING, MAKING ADDITIONS TO AND MAKING IMPROVEMENTS TO THE RAILYARD CONDO UNIT FOR EXISTING AND FUTURE MUNICIPAL FACILITIES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM (1) THE REVENUES OF THE GOVERNMENTAL UNIT'S ONE-HALF OF ONE PERCENT (½%) MUNICIPAL GROSS RECEIPTS TAX DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT, (2) THE REVENUES OF THE GOVERNMENTAL UNIT'S ONE-EIGHTH OF ONE PERCENT (1/8%) MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT, AND (3) THE REVENUES OF THE STATE-SHARED GROSS RECEIPTS TAX DISTRIBUTED TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 7-1-6(4), NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF CERTAIN GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT. (DR. MELVILLE MORGAN AND HELENE HAUSMAN).**
- 2) BILL NO. 2012-22: AN ORDINANCE AMENDING SECTION 2-1.11 SFCC 1987, TO AUTHORIZE THE MAYOR TO APPOINT A CITY COUNCILOR AS PARLIAMENTARIAN OF THE GOVERNING BODY (COUNCILOR WURZBURGER AND COUNCILOR IVES). (GENO ZAMORA)**



- d) REQUEST FOR APPROVAL OF AWARD FOR AUTOMOBILE RENTAL CONCESSIONS (RFP #12/22/P) FOR SANTA FE MUNICIPAL AIRPORT. (JIM MONTMAN)
  - 1) REQUEST FOR APPROVAL OF TERMINAL AUTO CONCESSION LEASE AGREEMENT; HERTZ CORPORATION.
  - 2) REQUEST FOR APPROVAL OF TERMINAL AUTO CONCESSION LEASE AGREEMENT; AVIS RENT A CAR SYSTEM, LLC.
- e) REQUEST FOR APPROVAL OF NUTRITION SERVICE INCENTIVE PROGRAM AGREEMENT – FISCAL YEAR 2012/2013 NUTRITION PROGRAM FOR SENIOR SERVICES DIVISION; NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT, NON-METRO AREA AGENCY ON AGING. (RON VIALPANDO)
  - 1) REQUEST FOR APPROVAL OF BUDGET INCREASE – GRANT FUND.
- f) REQUEST FOR APPROVAL OF VENDOR AGREEMENT – TRANSPORTATION, NUTRITION AND IN-HOME SUPPORT SERVICES FOR DIVISION OF SENIOR SERVICES; NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT, NON-METRO AREA AGENCY ON AGING. (RON VIALPANDO)
  - 1) REQUEST FOR APPROVAL OF BUDGET INCREASE – GRANT FUND.
- g) REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE AND COOPERATIVE PRICE AGREEMENTS – BOOKS AND MATERIALS FOR LIBRARY DIVISION; BOOK WHOLESALERS, INC., AND BAKER & TAYLOR, INC. (PATRICIA HODAPP)
- h) CONSIDERATION OF RESOLUTION NO. 2012- 68 (COUNCILOR BUSHEE). A RESOLUTION AMENDING THE CITY OF SANTA FE RECORDS RETENTION RULE FOR CAMPAIGN CONTRIBUTION REPORTS. (YOLANDA Y. VIGIL)
- i) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – PRINTING AND MAILING SERVICES OF UTILITY BILLS AND REIMBURSEMENT OF POSTAGE FEES; DATAPRINT, LLC. (PETER ORTEGA). (Postponed at June 27, 2012 City Council Meeting)
- j) ACTION REGARDING THE STATUS OF COMMUNICATIONS WITH NEW MEXICO CONSOLIDATED CONSTRUCTION SERVICES, LLC, AND NEW MEXICO SCHOOL FOR THE ARTS AND RELATING TO CONSIDERATION OF THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY AT ST. CATHERINE'S SCHOOL CAMPUS. (GENO ZAMORA AND ROBERT ROMERO). (Postponed at June 27, 2012 City Council Meeting) (Withdrawn by Staff)

**8. APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING – JUNE 27, 2012**

Mayor Coss thanked Mayor Pro-Tem Wurzburger for presiding in his absence at the previous meeting.

**MOTION:** Councilor Trujillo moved, seconded by Councilor Dimas, to approve the minutes of the Regular City Council meeting of June 27, 2012, as presented.

**VOTE:** The motion was approved on a voice vote with Councilors Calvert, Dimas, Dominguez, Ives, Rivera, Trujillo and Wurzburger voting for the motion, none against, and Councilor Bushee absent for the vote.

*Councilor Bushee arrived at the meeting*

**9. PRESENTATIONS**

*The Korean delegation had not arrived, so Mayor Coss moved to Items 9(b) and 9(c)*

**b) INTRODUCTION OF LAW ENFORCEMENT ACADEMY GRADUATES AND HIRED LATERALS. (CHIEF RAY RAE)**

Chief Rael introduced the Academy graduates and hired laterals, and commented that all but one live in Santa Fe, and that person lives within 17 miles of the City.

Responding to a question from Councilor Trujillo, Chief Rael said there are now 7 vacancies, noting there are 9 currently in the Academy and 3-4 laterals who are in the background phase, and hopefully all of those will be qualified and make it through the process. He said, once all positions are filled, he has asked the Recruiting & Training Division, to start acquiring depth with 10-15 people ready to go in the event there is a vacancy so we can fill those quickly.

Responding to a question from Councilor Bushee, Chief reiterated, with the exception of Officer Martinez who has a residence in the Chimayo/Espanola area, all of the officers will be living in Santa Fe. He has advised them as a condition of hiring they must live within a 15 mile radius to have a take-home car.

Mayor Coss said it is great to see the new officers, and welcomed the new police personnel, told them to be safe and thanked them for their work.

**c) 2012 BixMIX WINNERS. (KATE NOBLE)**

Ms. Noble said Mix Santa was begun as a partnership between the City and the Chamber of Commerce when we were both looking at ways to engage young professionals in the community,

particularly around the time Thornburg Mortgage was having trouble and going away, and we realized there were 300 skilled people we might lose from the community. She said the objective has been to connect people to meaningful, well paid work in Santa Fe, and that has been pointing to entrepreneurship for people to start and grow their own businesses. Mix also does networking events 10 months of the year, which are hosted by community businesses and organizations which have been increasingly well attended and valued by many people, particularly young professionals in the community.

Ms. Noble said Connor Wilson, an employee at Thornburg, had the idea for a business plan competition which was run through MIX. There were 74 entries in the competition and 10 finalists, noting sponsors contributed money and services to award prizes and raised more than \$20,000 in cash and prizes to award to the 10 finalists.

Ms. Noble presented a short video with regard to this project, noting it was produced by Leslie Sheridan who is in a video internship with the Santa Fe Economic Development Division, and has been developing to quite an impressive filmmaker. She thanked him for making the video and being there to document the challenge throughout. .

Mayor Coss presented the finalists in attendance and their mentors, and presented each with a Muchas Gracias Certificate. He said the grand prize winner of \$5,000, is The Way We Grow which manufactures a product called "The Awesome Pot."

Councilor Bushee asked if we can do some advertising around this competition at the website, saying she is interested in the grow products.

Ms. Noble said that is a good idea, and said two of the winners, Meow Wolf Publishing and Meticulous Motors won advertising as part of the services, noting *The Reporter* and Hutton Broadcasting were significant sponsors.

Councilor Bushee suggested doing a video of the finalists and their products.

Ms. Noble said that can be done, noting there were 4 grand finalists, each of whom won a cash prize, and have been on *City Hall Live* over the past month and video clips of them have been posted.

Mayor Coss congratulated all of the winners.

**a) UNESCO CREATIVE CITIES REPORT/INTRODUCTION OF MAYOR CHO AND DELEGATES FROM INCHEON, S. KOREA. (SABRINA PRATT)**

A copy of *The Path Santa Fe Has Taken* with regard to UNESCO Creative Cities, is incorporated herewith to these minutes as Exhibit "2."

A copy of *City of Santa Fe Creative Tourism 2011/2012 Report*, dated July 2012, prepared by B.E. Hanifi and Associates, is incorporated herewith to these minutes as Exhibit "3."

*A copy of Exchanges Through the UNESCO Creative Cities Network October 2011-July 2012, Santa Fe, New Mexico USA, with attachments, is incorporated herewith to these minutes as Exhibit "4."*

Mayor Coss introduced Mayor Cho and the delegates from Incheon, S. Korea, noting Santa Fe and Incheon are establishing a relationship around arts, culture and creativity. He said we are very honored to have these visitors and asked everyone to rise and welcome our visitors from Incheon.

Sabrina Pratt welcomed the visitors from Incheon and thanked them for traveling such a far distance to visit Santa Fe. She presented information with regard to Santa Fe's activities in the UNESCO Creative Cities Network, and the plans for the coming year. Please see Exhibits "2," "3," and "4," for specifics of this presentation.

Julie Clair, a local artist who is participating in the Creative Tourism website, said she is learning from the contractor who does the teaching, said this is very useful to her business. Ms. Clair spoke about her experiences with and through the Creative Tourism website, and the benefits being listed at the website has brought her.

Ms. Pratt noted there is a list of exchanges that have happened since October 2011 [Exhibit "4"], which will provide an idea of the kinds of things happening on a professional level as well as people meeting together. She said Santa Fe's most developed relationship among the 34 members is this one with Incheon, which is the result of staff visiting with one another in the two cities and elected officials and artists visiting one another. She said this is becoming a very productive relationship. She said this is an educational trip for the people from Incheon who want to understand the local ceramics industry.

Mayor Cho addressed the City Council, expressing appreciation to Mayor Coss and Mayor Pro-Tem Wurzbarger and the members of the Council, saying he is honored to be here today. He is impressed with what the Mayor and Council are doing in Santa Fe. He said he knows Santa Fe is the oldest City [capital] in the United States and the culture of the American Indian has been well preserved and developed in Santa Fe. He is honored to move forward with the exchange between Incheon and Santa Fe and its long history and cultural diversity, commenting that Incheon also has a long history and cultural diversity as well. He said Incheon has more than 350 ceramic studios and each year they congregate in Incheon. He said the exchanges between Santa Fe and Incheon will result in more exchanges between other cities in the UNESCO Creative Cities network. He said, on behalf of the 210,000 citizens of Incheon, he expresses appreciation for this exchange between Incheon and Santa Fe.

Mayor Coss thanked Mayor Cho for his comments, and said it feels very good to see him and the delegation. He thanked him for accepting our invitation to come all this way to visit Santa Fe and to get to know us better. He believes there will be great collaboration around and art and culture between Santa Fe and Incheon.

Councilor Wurzbarger addressed Mayor Cho and the delegates from Incheon, saying, "Thank you Mayor Cho. The honor is ours to have you here. Our hope for this visit is that you shall learn as much from our cultural folks as we learned from yours. And we certainly hope that our hospitality can be almost

at least half as wonderful as yours was. And finally, I want to thank Mr. Lee who, when we first met, said that Incheon wanted to have a long term relationship with Santa Fe. And it is this relationship that is the most important to us in the UNESCO network. Thank you."

Councilor Trujillo welcomed Mayor Cho and the delegates, and said the official name of our City is La Villa Real de la Santa Fe de San Francisco de Asis, and said bienvenidos, welcome to Santa Fe. He invited the delegation to attend the Santa Fe Day at the Fuego baseball game on Sunday.

Ms. Pratt reminded the Council that at 2:00 p.m. on Friday, we will be signing the Memorandum of Agreement with Incheon, with a nice ceremony in the Kearney Room at the Convention Center, noting there will be a luncheon preceding the ceremony. She looks forward to a very successful relationship, and said this is a great opportunity for Santa Fe to put our heads together with Incheon and find ways to be mutually beneficial to one another.

Mayor Cho invited Mayor Coss and each of the City Councilors to visit Incheon.

**11. PURSUANT TO RESOLUTION 2012-36 – INVENTORY OF ANNEXATION ITEMS AND ISSUES TO BE DISCUSSED BETWEEN THE GOVERNING BODIES OF THE CITY AND THE COUNTY. (REED LIMING AND ROBERT ROMERO)**

A copy of *4-Year Budget for Phase 2 Annexation*, entered for the record by Reed Liming, is incorporated herewith to these minutes as Exhibit "5."

A copy of *City of Santa Fe Fire Department Annexation 2012*, entered for the record by Fire Chief Salas, is incorporated herewith to these minutes as Exhibit "6."

Reed Liming reviewed the information in his Memorandum of July 11, 2012, with attachments, to the Mayor and City Council, which is in the Council packet. Please see this Memorandum for specifics of this presentation. Mr. Liming noted there are five major items which need to be addressed before annexation, among which are as follows: 1) a written agreement on Roads; 2) Utilities – order solid waste trucks and bins; 3) the water rights transferred by Los Soleras to the County need to be turned over to the City with a signed agreement stating that has taken place; 4) Law Enforcement A joint powers agreement is needed as to how the phasing will take place; and 5) Fire and EMS. There was no phasing in the Settlement Agreement for Fire and EMS, and this needs to be clarified.

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

- Councilor Wurzburger thanked Mr. Liming for his hard work along with Mr. Romero and Mr. Zamora. She said she would like a copy of the proposed agenda for the joint meeting with the County next week.
- Councilor Wurzburger asked Mr. Liming if the Inventory in his July 11<sup>th</sup> Memorandum has been shared with the County.

Mr. Romero said yes, noting City staff met with the County this week and discussed it.

- Councilor Wurzbarger said her reading of the Memorandum is that are now sitting down and making these agreements, noting we have known about the need for these agreements for some time. She said she is curious as to what progress has been made toward making these necessary agreements, and/or what are the sticking points we need to discuss, if any.

Mr. Romero said in the meeting this week they brought up the issue on roads, noting there is a new County Manager and a new Public Works Director. One of the things they mentioned is that the way they read it is that the roads need to be to County standards, and said they are to County standards and we have to take them as they are. Mr. Romero said he told them the City didn't want to take on roads in different stages of maintenance, and previously we met with them and went through what each road needed, and that is where we came up with the \$3.2 million. He said after discussion, they said they might be able to do this over 2-3 years. He told them in the past, the agreement said as the County improved the road the City would accept the road. Mr. Romero said he was speaking with staff and not with the Board of County Commissioners.

Mr. Romero said some say they want the Sheriff's Officers out immediately, and at one time the Sheriff told us he was okay with the City. He said this is another thing we'll have to work out with the County. He said he doesn't believe staff had received clear direction from the County Commissioners to do agreements. He said he has been trying to meet with them over the past year and a half, and we haven't gotten too far.

Mr. Romero said the Settlement Agreement doesn't talk about a phasing plan for Fire protection. He said they have a fire station at CR 62 near Agua Fria Village. He said he understood from the Fire Chief that they didn't want the station. He said the County Manager said they want to keep the station, so he's not sure. He said Chief Salas said if we were to take over immediately without a new station there, there would be a slower response time in the area.

Mr. Romero said the information in the packet is what he presented during the budget, which shows how much we would have to invest per year over the next 3 years if the city were to phase-in at the beginning of the next fiscal year. He said, in general the meeting ended up well, but they started, similar to the BDD, by trying to redo the agreement from what he understood before.

Councilor Wurzbarger said her concern in quickly looking at the agenda as proposed for the meeting is that it includes several things "from the RPA to annexation and whatever." And there's a third point she can't remember. She said the time is way too short, and she would like the opportunity among the Governing Body, us, to come up with 2-3 concrete questions that we hope to get answered. She said this is something our staff has been trying to work on, and it seems to be a moving ball. She thinks it's already structured in a way that there are too many topics and not enough focus. She doesn't know if we would have the opportunity to sit with staff to ask where they think we should start on this. Some of the issues are inter-related, but the agenda, as designed is too broad and won't result necessarily in our moving forward.

- Councilor Dominguez said, with regard to other the other things outside of annexation, he would like copies of those agreements, the RECC and others so we can be prepared for the meeting next week. He asked if the County provided the City with anything in writing specifically about its concerns, or its position, other than the conversations Mr. Romero has had with them.

Mr. Romero said no.

- Councilor Dominguez said he is somewhat reluctant to go into this meeting with the County without really understanding their concerns, commenting he trusts what Mr. Romero has said, because it sounds consistent.

Mr. Romero said when we received the first request from the County to meet, he sent them a letter asking them specifically what they would like to discuss, and the only thing he received in writing is this agenda.

- Councilor Dominguez asked Mayor Coss if it would be inappropriate to reach out to the County before the meeting to ask them to provide things in writing.
- Mayor Coss said he would be hesitant to say put it in writing, because it will harden a position. He said the County's position right now, as he understands it, is "We want money." They want to renegotiate the RECC Agreement, they want to renegotiate the water agreement. He said the County's system needs customers, and we were willing to give them our customers if they would pay the City for our infrastructure. The County's position now is that the City didn't pay for the infrastructure, the developer paid for it, so we should just give it to them. He reiterated if we ask them to "put it in writing we will harden some positions on that."

Mayor Coss asked everyone to remember that some of us – Councilor Bushee, Councilor Wurzbarger, Councilor Calvert – have been doing this for a very long time with the County. We need to remember we all serve the public, and the County represents all 76,000 people – 67,000 within the City and the 12,000 people in the Phase 2 Annexation as well. He agrees with Councilor Wurzbarger that the agenda may be too broad. However, this is what was requested by the County Commissioners.

Mayor Coss said one of the things we are facing, and we see this with term limits, is that there are no County Commissioners, with the exception of Commissioner Vigil who were on the County Commission when they signed the Annexation Agreement. He said Miguel Chavez was on the City Council at the time, but he won't be on the County Commission until January 2013.

Mayor Coss said for him, the big issues always have been Police and Fire and how we collaborate as we move into this, and then the maintenance of the roads issues. He said if we try to renegotiate the RECC agreement, or say we'll just give them our infrastructure, we'll be there a long time. He believes we need to sit and listen to their concerns because they're all new County

Commissioners who have never see the Annexation Agreement. The current City Manager wasn't the County Manager at the time. He said the one constant piece is the County Attorney who is still at the County.

Mayor Coss said, rather than asking for everything in writing, he would encourage every Governing Body member to talk with their counterparts on the County Commission to get ready for this meeting, commenting this won't be the last and will only be the first meeting.

- Councilor Dominguez said, in addition to what staff has provided, this is the most information we've received with regard to the County's position. He said the way he is moving forward, is that we have an agreement which is the Annexation Agreement. He asked Mr. Zamora, given the fact "that they've kind of acted previously, and they've taken some course of action with the previous phase, does that bind them to some degree." He just wants to understand our position.

Mr. Zamora said, "The agreement is the agreement. And I think part of the purpose of these meetings is to see whether both governing bodies want to continue following the agreement as it's been written or whether any amendments are necessary and whether any negotiations are necessary to do to benefit the City or benefit the County. And so the short answer is that the agreement is written and there are obligations by both the city and the County. Questions will arise if the agreement is left as it's currently written. Whether the County has timely fulfilled its obligations, and also questions as to whether the City has timely fulfilled its obligations. So, it's a really long way of saying the Agreement is what it is today. It's fully negotiated. It's signed by both parties and without changing the language, then the parties can sort of squabble over who's fulfilled the agreement more."

Mr. Zamora continued, "But the second question and the second purpose of the meeting is the coming together of both bodies to determine if they want to amend and possibly improve the Agreement."

- Councilor Dominguez said he doesn't understand the table on the emergency calls in the Memo. He said he has calls for law enforcement, total public and then officers, is the heading.

Mr. Liming said with regard to Law Enforcement, you can have calls coming from the public for law enforcement service, or you can have calls from officers in a 911 situation, so we're giving you the data. The two numbers should add up to the total in each case.

- Councilor Dominguez said he sees that now. He said the calls for Fire and EMS is "just flat out the number of calls, and there's no difference between public and officers."

Mr. Liming said this is correct.

- Councilor Dominguez said then the population of 12,841, is just in the area proposed to be annexed.



Mr. Liming said this is correct and the 12,841 is part of the 76,223.

- Councilor Dominguez said then the population numbers don't correlate to Police, Fire or the Sheriff numbers.

Mr. Liming said the calls in Phase 2 annexation in the left column total 10,000 calls which came from the Phase 2 area, and that is of the 53,668, so about 20% of the Sheriff's calls to which it responds came from the Phase 2 area. This is how to read the numbers.

- Councilor Dominguez said the 76,000 number doesn't correlate with anything else.

Mr. Liming said he was just approximating the unincorporated population, and there are some other incorporated areas.

- Councilor Dominguez said the list that came out of the BBER Report is really the inventory which staff was mandated to do with the County.

Mr. Romero said this is correct.

- Councilor Dominguez asked if this issue was brought up at the County Commission meeting yesterday.

Mr. Romero said he is unaware.

- Councilor Dominguez asked if the County Commissioners has any discussions about any of this stuff.

Mr. Romero said he was not aware of any.

- Councilor Bushee referred to packet page 11 of the Settlement Agreement, Item k, and asked Mr. Romero and Mr. Zamora, "If it is your understanding that we are not to pay for any of these improvements, because it says:

'The County shall maintain existing county roads within the Areas to be Annexed to customary county maintenance standards until annexation by the City. This Agreement shall not be construed to require the County to provide significant capital improvements to an existing road or construct a new road within the Areas to be Annexed in the absence of a separate written agreement by and between the City and County that provides a means for financing the capital improvements'."

Councilor Bushee asked, "Am I misinterpreting this provision. It seems like it may be written on their behalf."

Mr. Romero understood that was written, for example, if a project was being done on County Road 62 and we were taking that over, and it was going to need widening, sidewalks, significant capital. He said, "That's why that was written as I understand."

- Councilor Bushee said a lot of County Roads aren't to City standards. She said, "I don't want to be splitting hairs in that meeting. I want an actual interpretation among staff as to what your agreement has, if you have anything in writing. Given that we have a Settlement Agreement, you'd think we really wouldn't be able to have too many interpretations. But me, just reading this as a lay-person, that seems fairly vague to me. And so, what I expect to happen is that, even if we were to say we would like to just focus on the Annexation issues, they'd say, no way Jose, we want money and we want to stop paying you the RECC, we want to... you know, all these various things, and so, you know, they're going to want to focus on all of it. I think the one area that we could maybe wait for another time, and my hope is that we will go into the meeting, kinda like we've done with the School Board in the past where we've asked for quarterly meetings, or at least twice a year... we don't follow up often and do that, but, so that we could discuss some of the other items. Because, in my estimation, the RPA, we're on the same page more or less. What we don't have is a vehicle."

Councilor Bushee continued, "If the RPA goes away and everybody agrees to that, what we don't have is a vehicle to discuss the regional transportation issues in relationship to our Santa Fe Trails. I've had a lot of discussions around that. Even the MPO can't take that on, I guess, because of federal funding, as sort of the body that does it. At least that's the preliminary discussion. But it is an area where we could perhaps... it won't cost... they don't want anything from us and we don't want anything from them on that. So, perhaps we could get them to just stay focused, and in another meeting discuss some of the other things transportation related, because we're having meetings between POSAC and BTAC and their county guys and to talk about parks and trails and maintenance and all that too, so that could be lumped in as transportation for another time."

Councilor Bushee continued, "But I do believe there's going to be a lot of haggling and I want us to be really clear what our positions are. I'm hoping to hear tonight from the Fire Chief that some discussion has gone on about a mutual use of that fire station. I know I've asked for it a few different times. I don't know if there's been any process. Robert seems to think no. And I'm also really hoping to hear from the Chief, why it is that we have a different agreement than we have for the PD where it's City, County. It's not so clear and why is that so. Why is that we've always been the responders and you know, if that is the case can we at this juncture just make it clearer, you know, that we've been given kind of an accounting of... You know, we've been providing this service for a long time. So, you know, can we hear from the Chief at least and find out if there's been any progress on that station, because that's going to be one of the things. I mean, my hope had been, you know we're not, either of us, as an entity in compliance with the phasing. I'm hoping the details are already worked out administratively with staff based on an agreement, and I'm uncertain of that."

- Mayor Coss said he doesn't believe the details are worked out.

- Councilor Bushee said, "Settlement Agreements involve lawyers and people who write things with great specificity I would hope. We already know, conceptually what's going to happen. They're going to say we [the County] want more, and we're going to say we want to slow it down, or whatever, we're going to be in equal positions."

Fire Chief Barbara Salas said she did put a packet together [Exhibit "6"] describing everything that you probably already have, noting she has done this presentation numerous times. She said it does match the four-year Budget Annexation which Mr. Liming just presented to you [Exhibit "5"], but it's basically the justification as to why the Fire Department needs to move forward.

Chief Salas continued, "So what you're talking about specifically is going to be on the very last page, Phasing Proposal for Annexation. I have been meeting with Chief Sperling on a regular basis. We've met about every 2 weeks since you put in the request, Councilor Bushee. And this is what we came up with. So really, it doesn't change much from what I've proposed numerous times, except it just moves things around. Of course the County wants us to move forward as quickly as possible, because what that means for them is they can move their current fire engine into a different area where they have a lot of call volume, like Pojoaque. So, if we move in, they can move out. So, of course, they have asked that we do it quickly."

Chief Salas continued, "I think that the reason that we did not have the timeline, like the PD had a timeline, was that we were just never able to come up with an agreement in the past. So, if you look at that option that the County has looked at, we have already completed, and that's the first Phase, in the italicized 2012-13. That has already been completed. So if you look at FY 2013-2014, they'd like us to hire the 19 additional firefighters that first year, or I guess next year, instead of the following year, like it's on Reed's proposal. Again, so that we could staff that as quickly as possible, we'd need to purchase an additional fire engine, an additional tanker truck. And following this plan, we'd be able to assume full coverage from the Agua Fria volunteer fire station in January 2014."

Chief Salas continued, "We would work out of that station in hopes to be able to move forward and build our own station and be able to move into that station 2015-2016."

- Councilor Bushee asked if we are getting anywhere in sharing that one station, Station 2 is it.

Chief Salas said, "There is a County volunteer station, it's County 61. Part of the difficulty with that station is it's not big enough to house the apparatus that we would need to house there. The station is half paid and half volunteer. So the paid staff that is currently there is an engine with two personnel and an ambulance with two personnel. It's located at 599 and County Road 62. Our contract binds us to having 3 people on an engine. And so, in this proposal, we would be decreasing our staffing and we have already spoken with the union about doing this as a short term fix while we moved forward with annexation, with the plan that we would eventually go back to a 3-man engine and fill the station."

- Councilor Bushee asked if this is the Station the County didn't want to give up.

Chief Salas said yes. She said, "Part of the problem is it's half volunteer like I said before, and half paid. So because it's half volunteer, the volunteers would remain there, because they would still need a response to the other side of 599."

- Councilor Bushee said then we need to build an entirely new spot of land we have not...."

Chief Salas said, "No. I have been talking with the State and trying to obtain that property that is outside of 599 and South Meadows, and we were moving forward with that aggressively until the bond failed."

- Councilor Bushee said, "Okay, so we don't have the details worked out with you either. All right."
- Councilor Bushee said the figures she received from Mr. Liming seem less than the BBER Report in the 4-year update provided [Exhibit "5"], and remembers a total between \$4-5 million.

Mr. Liming said the spreadsheet is an update and more detailed by fiscal year. He said the BBER didn't set out the detail in a spread sheet, so this probably is different from the BBER Report, commenting he doesn't have the specific figures.

- Councilor Bushee asked Mr. Liming to recheck and see if something was left out, commenting numbers never go down and they always increase. She wants him to make sure, commenting it seems to be off by \$2 million.
- Councilor Calvert said the section title after Annexation, his feeling is, depending on how long it takes to move forward on a phase of annexation, if it takes a while, he sees no reason why some "of that stuff has to wait until afterwards." He said if we're going to do it immediately, okay maybe.

Mr. Romero said this is true, and they tried to differentiate between what has to be done before Annexation Phase 2 and what was separate, and Councilor Calvert is correct, we can start working on that immediately. It really doesn't affect the Phase 2 Annexation.

- Mayor Coss thanked Chief Salas for the information.
- Councilor Wurzbarger said she would be willing to have a mini study session with anybody who wants to meet on this and get further clarity as to where we are as a Council and what the key questions are. She said we can say we're comfortable listening to the County and what their issues are. She said it is worthwhile to consider the generation of issues in the context of priorities, and doesn't know if anyone wants to put energy in this, and then having a pre-meeting with the Mayor and the County Commission Chair, just to see how we can work together.

Councilor Wurzbarger said the other perspective is that we did have a very successful Buckman Diversion Project which started with great difficulties, so she is optimistic. However, like the Mayor said, if they start out with what they owe us, and what we've done and what they've not done, that would be a very uninteresting and unhelpful discussion. She said we need to get to the issues in a

non-confrontational way which will provide an opportunity for us to discuss what issues we might agree on. She said perhaps there is a way to determine what we can agree to move forward on right now, in terms of work among staff. She wants to begin with things we can do together, rather than the things we haven't done or won't do, and believes that would result in a very different kind of discussion. She is happy to work with that.

- Councilor Ives said he would be glad to join in a study session, especially as a relatively new Councilor not involved in any of the negotiations on the annexation. He heard a lot about it during the campaign and subsequently to date. He said it would be beneficial to sit and look at the agreement and have input from City staff and other Councilors who were on the Council at the time it was being agreed to.
- Councilor Calvert said, as pointed out previously, what is going to make this really difficult is the lack of institutional memory, especially on the County side, on things such as the RPA and the RECC. He said in talking with Commissioner Vigil, her version of what happened is not what he remembers. He said there some education that has to happen during the meeting, and said there's no way to avoid that.
- Mayor Coss agreed.
- Councilor Dominguez said he is committed to sit and listen to the County and agrees there will need to be education because they don't have that institutional knowledge. However, this is very critical, commenting there are people who are stuck in that part of our community because of the multiple jurisdictions which is hugely impacting their quality of life. He thinks these conversations are warranted, especially with the new County Commission. However, we need to be as committed as possible to ensure we move one way or the other. He said there is a level of frustration in trying to better understand the County's position, and we need to sit and listen at the very least.
- *[Councilor Bushee's remarks here are inaudible because her microphone was turned off. Something about somebody who wants to speak at the meeting, and/or a legal answer.]* She would like to think that institutional memory would help in this situation. However, this is the hallmark of our discussions with the County over the years. She said the bigger difference is having a County Manager who is new to the discussion around annexation, and making them aware of where there are County shortfalls and where those could be made up. She doesn't know how this will go, but believes there will be a lot of speeches, noting the last meeting was around water. She said we really haven't met enough. She said we need a mechanism to move forward. She said the hard part is that it feels as if not enough agreement has happened among the staff, and we're walking into a loaded situation. She hopes the meeting will be productive, commenting it is a start.
- Councilor Rivera asked Mr. Romero if the agenda is already set, and if there has been any change to the agenda.

Mr. Romero said we could change the agenda. He said the County wanted to talk about whether the RPA should continue to exist, secondly about Annexation and thirdly the RECC.

- Councilor Rivera asked if the City could propose that the Annexation discussion be its own discussion, separately from the other two, commenting he doesn't see the relevance of the RECC and RPA to the annexation. He said these are three separate items on the agenda, although he does understand what the County is going to request. He would like to propose to have each of these discussions separately, although he could see the RECC and RPA together. However, Annexation has enough information that it will be a lengthy meeting on its own.
- Mayor Coss suggested we could put Annexation first at least.
- Mr. Romero said they are listed separately and are listed in the order of the RPA, then Annexation, and then RECC if we can get there. This is what they said at the meeting. He said the County Commissioners requested to have all 3 items on the agenda, however City and County staff had the same concerns as to whether we can get through all of this.
- Councilor Calvert said what we can hope for, at the best, is to identify issues and differences, because we won't be able to solve anything in this amount of time.
- Councilor Bushee asked Mr. Romero to resend the meeting agenda to her with the location and time.
- Councilor Bushee said she, Jon Bulthuis and Commissioner Holian have had preliminary discussions, but everybody has said the RPA has perhaps done its time. However, the transportation issues still remain. She said, "If there were a way to actually move forward the Resolutions we've had in the past with them around the buses and things for the NCRTD, or... because we have the MPO, but we've looked at that and they receive federal funding. Keith thought it was really going to be hard to make that be the mechanism. It is right now chaired by the County. They would be comfortable, but we don't have a place to deal with those issues, and we could get that one kind of done with if we did. So if someone could try to speed that up, maybe we could be ready for that."
- Mayor Coss thanked Mr. Liming, Romero and Mr. Zamora for their work on this item.

**12. REQUEST FOR APPROVAL OF AMENDMENT #4 TO PROFESSIONAL SERVICES AGREEMENT FOR SECURITY SERVICES AT GENOVEVA CHAVEZ COMMUNITY CENTER; CHAVEZ SECURITY, INC. (LIZA SUZANNE)**

A Memorandum dated July 9, 2012, with attachments, to the Governing Body, from Ivie Vigil, Administrative Manager, Recreation Division, is incorporated herewith to these minutes as Exhibit "7."

Liza Suzanne said she is here to request an extension on the contract for security services at the GCCC.

Councilor Bushee asked if this is the fourth year of this contract and Ms. Suzanne said yes.

Councilor Bushee said, "Staff just kind of missed it."

Ms. Suzanne said this was assigned to a staff member, who left employment with the City and the oversight wasn't done to get the contract renewed by June 30, 2011. She said the option in the contract to renew for an additional year is still valid, and the budget was approved for this amount in the flat budget, and they hope it will just roll into the next year.

Councilor Bushee said she will vote against this, commenting she doesn't believe we should be going 4 years in multiple contracts, and believes the contracts should be procured and negotiated differently. However, it shouldn't be late either.

Mayor Coss agreed that it definitely shouldn't be late.

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

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

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

**Against:** Councilor Bushee.

### **13. MATTERS FROM THE CITY MANAGER.**

There were no matters from the City Manager.

### **14. MATTERS FROM THE CITY ATTORNEY**

Geno Zamora, City Attorney, announced that the Public Records Custodian now resides in the City Attorney's Office. He said Bernadette Romero is the official Public Records Custodian and she is working with the City Clerk's Office on this transition over the next week or so.

Mr. Zamora said last fall the Governing Body denied the transfer of a liquor license to the Giant Station on Airport Road. The State over-ruled that decision, and the City appealed. He said it had been briefed, and today was argued in Court. He said the First Judicial District Court ruled in the City's favor, that the City acted properly in its denial. He said upon entry of the Judge's Order, liquor sales will cease at that location. He said this the first decision of its kind in New Mexico, and it is due to the actions of this

Governing Body and Councilor Dominguez. He said Mark Allen, Assistant City Attorney, did the briefing, the argument and did a very good argument today in Court.

**EXECUTIVE SESSION:**

- a) **DISCUSSION OF COLLECTIVE BARGAINING NEGOTIATIONS BETWEEN THE CITY OF SANTA FE AND ALL BARGAINING UNITS REPRESENTING THE EMPLOYEES OF THE CITY OF SANTA FE, IN ACCORDANCE WITH THE NEW MEXICO OPEN MEETINGS ACT §10-15-1(H)(5), NMSA 1978.**

Mayor Coss said he understands there are tentative agreements with AFSCME and the Police Officers Association, and asked if it is necessary to go into Executive Session or if we can just act on those.

Mr. Zamora said we could move directly to Item 15 or go into Executive Session.

Mr. Romero said we do have a tentative agreement with AFSCME, noting they met with the Board last night. He understands its rules require advertising for the ratification vote, but it appears we do have an agreement. He said, with regard to the Police Officers Association, it appears the standing issue is the issue of take home vehicles. He said right now we have a best and final offer from the POA, which grandfathers everyone who currently is taking home a vehicle, to continue with the same benefit, and anybody new would not have that benefit. He said it has been brought up that the Resolution did not directly direct management to negotiate that issue, and we felt like this was the direction from Council.

Mr. Romero said, "I believe everything else has been settled, except for that issue, and we're looking for direction tonight. I believe they're going to meet again on Friday to try to wrap everything up. I believe that's the outstanding issue on the Police contract. I believe the Chief is here and our lead negotiator are here. If there is anything else that I missed, I'll ask that they come up and speak to that."

Mr. Romero continued, "Fire, they're still working on it, but I'm hearing it's not going to take long, but they weren't ready for tonight."

Mayor Coss said he thought the POA was ready for tonight, and said perhaps we should have the Executive Session to discuss the issue that is still outstanding.

**MOTION:** Councilor Wurzbarger moved, seconded by Councilor Ives, that the Council go into Executive Session for discussion of collective bargaining negotiations between the City of Santa Fe and all bargaining units representing the employees of the City of Santa Fe, in accordance with the New Mexico Open Meetings Act §10-15-1(H)(5) NMSA 1978.



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

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

**Against:** None.

Councilor Calvert requested that a message be put on the screen that the Council will be running late for the evening session.

Mayor Coss asked staff to post the message to let the public know that we are going into Executive Session, and we'll do that as quickly as we can, and then start the Evening Session.

The Council went into Executive Session at approximately 7:00 p.m.

#### **MOTION TO COME OUT OF EXECUTIVE SESSION**

**MOTION:** At 7:55 p.m. Councilor Ives moved, seconded by Councilor Calvert, that the City Council come out of Executive Session and stated that the only items which were discussed in executive session were those items which were on the agenda, and no action was taken.

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

**15. ACTION REGARDING COLLECTIVE BARGAINING NEGOTIATIONS BETWEEN THE CITY OF SANTA FE AND ALL BARGAINING UNITS REPRESENTING THE EMPLOYEES OF THE CITY OF SANTA FE, INCLUDING APPROVAL OF FINALLY NEGOTIATED COLLECTIVE BARGAINING AGREEMENTS WITH ANY OR ALL BARGAINING UNITS. (ROBERT ROMERO)**

A Memorandum dated July 11, 2012, with attachments, to the Governing Body, from Isaac J. Pino, Management Lead Negotiator, regarding *Request Approval – Collective Bargaining Agreement Between City of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME) for Term of July 1, 2012 through June 30, 2014*, is incorporated herewith to these minutes as Exhibit "8."

**MOTION:** Councilor Calvert moved, seconded by Councilor Ives, to approve the tentative agreement with the AFSCME as presented in the Executive Session.

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

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

**Against:** None.

**Absent for the vote:** Councilor Dominguez and Councilor Wurzbarger.

**MOTION:** Councilor Calvert moved, seconded by Councilor Ives, to approve the POA's final and best offer with some minor clarifications on the wording as discussed in the Executive Session.

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

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

**Against:** None.

**Absent for the vote:** Councilor Dominguez and Councilor Wurzbarger.

Mayor Coss thanked the bargaining committees, both management and labor, noting this always is a difficult task, and we were pleased that we could do a small pay raise this year for employees.

**END OF AFTERNOON SESSION AT 8:00 P.M.**

## **EVENING SESSION**

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

The Evening Session was called to order by Mayor David Coss, at approximately p.m. Following the Pledge of Allegiance, salute to the New Mexico Flag, and Invocation, Roll Call indicated the presence of a quorum as follows:

#### **Members Present**

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

#### **Members Excused**

Councilor Rebecca Wurzbarger, Mayor Pro-Tem

#### **Others Attending**

Robert P. Romero, City Manager  
Geno Zamora, City Attorney  
Yolanda Y. Vigil, City Clerk  
Melessia Helberg, Council Stenographer

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

**Thomas Nichols, 1878 Brillante Lane, Santa Fe 87505**, said he is here representing the Candlelight Neighborhood Association. He said they had an email from one of their residents about the stop light at [inaudible]. He said they did send the email to Robert Romero who replied he spoke with the Chief of Police. He said they want to bring this to the Council's attention, because people are running the arrow and are causing problems, and described a personal situation which was very dangerous. *[Mr. Nichols' remarks for the most part are inaudible]*

Councilor Trujillo said they had a discussion about speed limits at the Public Works Committee, and that Committee is looking at coming up with something where we can raise and lower the speed limits in various part of town, and hopefully they can slow the traffic on Zia Road.

Councilor Dimas said he believes DOT is in charge of the Zia Road/St. Francis intersection, and asked if perhaps we could get DOT to put a bigger sign for the red arrow indicating people can go only on the green arrow. He said a lot of people think if they stop, they can turn right on the red area if there is no traffic. He said this has been a failed intersection for years, and people need to be aware that they can turn right only on a green arrow.

## **G. APPOINTMENTS**

### **Archaeological Review Committee**

Mayor Coss made the following appointment to the Archaeological Review Committee:

Derek Pierce (Archaeologist) – term ending 06/2014.

**MOTION:** Councilor Calvert moved, seconded by Councilor Dominguez, to approve this appointment.

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

### **Sustainable Santa Fe Commission**

Mayor Coss made the following appointments to the Sustainable Santa Fe Commission:

Faren Dancer – term ending 05/2015;

Reina Fernandez – to fill unexpired term ending 05/2013; and

Kim Kelly – term ending 05/2015.

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

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

## **H. PUBLIC HEARINGS**

- 1) **CONSIDERATION OF RESOLUTION NO. 2012- \_\_\_\_ (COUNCILOR CALVERT, COUNCILOR RIVERA, COUNCILOR WURZBURGER, COUNCILOR BUSHEE, COUNCILOR IVES, COUNCILOR TRUJILLO, COUNCILOR DOMINGUEZ AND COUNCILOR DIMAS). A RESOLUTION PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS IN THE CITY OF SANTA FE AND RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES. (FIRE MARSHAL GONZALES AND ALFRED WALKER)**

This item is postponed to the Council meeting of July 25, 2012.

- 2) **REQUEST FROM SWISS BAKERY PASTRIES & BISTRO, LLC, FOR A RESTAURANT LIQUOR LICENSE (BEER AND WINE ON-PREMISE CONSUMPTION ONLY) TO BE LOCATED AT SWISS BAKERY PASTRIES & BISTRO, 401 S. GUADALUPE STREET. (YOLANDA Y VIGIL)**

The staff report was given by Yolanda Y. Vigil, City Clerk, noting the business is not within 300 feet of a church or school. She noted there are staff reports in the packet regarding litter, noise and traffic. She said it does have an outdoor patio area which is fully enclosed. She said staff is requesting that the business be required to comply with all ordinances of the City as a condition of doing business.

### **Public Hearing**

There was no one speaking for or against this request.

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

**MOTION:** Councilor Bushee moved, seconded by Councilor Calvert, to approve the request from Swiss Bakery Pastries & Bistro, LLC, for a Restaurant Liquor License (Beer and Win On-Premise Consumption Only) to be located at Swiss Bakery Pastries & Bistro, 401 S. Guadalupe Street.

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

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

**Against:** None.

**3) REQUEST FROM LE CHANTILLY CAFÉ, LLC, FOR THE FOLLOWING:**

- a) PURSUANT TO §60-6B-10 NMSA 1978, A REQUEST FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION AND APPROVAL TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES (BEER AND WINE ONLY) AT LE CHANTILLY CAFÉ, 311 OLD SANTA FE TRAIL WHICH IS WITHIN 300 FEET OF THE PROPERTY LINE OF THE CATHEDRAL BASILICA OF ST. FRANCIS OF ASSISI, 131 CATHEDRAL PLACE AND SAN MIGUEL MISSION CHURCH, 401 OLD SANTA FE TRAIL. (YOLANDA VIGIL)
- b) IF THE WAIVER OF THE 300 FOOT RESTRICTION IS GRANTED, A REQUEST FROM LE CHANTILLY CAFÉ, LLC, FOR A RESTAURANT LIQUOR LICENSE (BEER AND WINE ON-PREMISE CONSUMPTION ONLY) TO BE LOCATED AT LE CHANTILLY CAFÉ, 311 OLD SANTA FE TRAIL.

The staff report was given by Yolanda Y. Vigil, City Clerk. She said there are letters in the packet from James A. Cutropia, Director Finance & Administration, The Cathedral Basilica of St. Francis of Assisi, and Evelyn Roybal, San Miguel Mission Chapel, stating they are not opposed to this request. She noted there are staff reports in the packet regarding litter, noise and traffic. She said staff is requesting that the business be required to comply with all ordinances of the City as a condition of doing business

**Public Hearing**

There was no one speaking for or against this request.

**The Public Hearing was closed**

**MOTION:** Councilor Calvert moved, seconded by Councilor Rivera, to grant the waiver of the 300 foot location restriction and approve the sale of alcoholic beverages (beer and wine only), at Le Chantilly Café, 311 Old Santa Fe Trail.

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

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

**Against:** None.

**MOTION:** Councilor Calvert moved, seconded by Councilor Dimas, to approve the restaurant liquor license (beer and wine on-premise consumption only) to be located at Le Chantilly Café, 311 Old Santa Fe Trail.

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

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

**Against:** None.

- 4) **REQUEST FROM M2 PRODUCTIONS FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION TO ALLOW THE SALE, DISPENSING AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT EL MUSEO CULTURAL, 555 CALLE DE LA FAMILIA, WHICH IS WITHIN 300 FEET OF TIERRA ENCANTADA CHARTER SCHOOL @ ALVORD, 551 ALARID STREET. THE REQUEST IS FOR THE FOLLOWING EVENTS: August 10, 2012 (5:30 p.m. - 9:00 p.m.) – SANTA FE SHOW OPENING; AND AUGUST 11, 12, 13, 17, 18 19, 2012 (12:00 P.M. - 5:00 P.M.) – SANTA FE SHOW.**

A letter dated July 9, 2012, to Mayor David Coss and City Councilors, from Tom Sullivan, Interim Superintendent, saying he has opposition to the request for August 13 and 17, 2012, because there will be students at the school, but he has no opposition to the request for August 11, 12, 18 and 19, 2012, is incorporated herewith to these minutes as Exhibit "9."

A letter dated June 10, 2012, to Yolanda Y. Vigil, CMC, City Clerk, from Kathleen Ortiz, Rodeo Plaza Liquors, on behalf of the client John Morris, M-2 Productions, withdrawing the request for August 13 and 17, 2012, is incorporated herewith to these minutes as Exhibit "10."

The staff report was given by Yolanda Y. Vigil, City Clerk, noting the Schools have indicated its support for the request, but expressing opposition to the request for August 13 and 17, 2012 because students will be in attendance at Tierra Encantada Charter School [Exhibit "9"]. Ms. Vigil informed the applicant, and there is a letter in the packet from Rodeo Plaza Liquors, on behalf of the client, John Morris, M-2 Productions, withdrawing its request for August 13 and 17, so the request does not include these dates.

#### **Public Hearing**

There was no one speaking for or against this request.

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

**MOTION:** Councilor Dominguez moved, seconded by Councilor Bushee, to grant the 300 foot waiver and allow the sale, dispensing and consumption of alcoholic beverages at El Museo Cultural, 555 Calle de la Familia, for the following events: August 10, 2012, 5:00 p.m. - 9:00 p.m.) – Santa Fe Show Opening; and August 11, 12, 18 and 19, 2012 (12:00 p.m. - 5:00 p.m.) - Santa Fe Show.

**DISCUSSION:** Councilor Dominguez said the Governing Body directed staff to look at a policy with regard to how we treat non-profits, and asked the status of that effort.

Ms. Vigil said it is scheduled for the August 8, 2012 Council meeting.

Councilor Dominguez said he has no objection to this request, but his only caution or concern is the "idea that we will be scheduling numerous dates for so long and so, the question I have, is does the policy allow this sort of thing."

Mr. Zamora said, "The staff is still in the process of gathering information and in processing its recommendations. However, it will contain a report of best practices in all these areas, whether it is special use permits, whether it's non-profit, whether it's for-profit, etc. So, what will come to you will be a report of either best practices or common practices both locally and nationally."

Councilor Dominguez said as we have this debate he would like to have consideration of how many days in advance is appropriate. He said theoretically, someone could book every weekend for 3 months and that may not be appropriate. He said staff can just consider that as we move forward.

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

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

**Against:** None.

- 5) **REQUEST FROM ST. JOHN'S COLLEGE FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION TO ALLOW THE SALE, DISPENSING AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT ST. JOHN'S COLLEGE (SOCCER FIELD), 1160 CAMINO CRUZ BLANCA. THE REQUEST IS FOR A MIX NETWORKING EVENT TO BE HELD FROM 6:00 P.M. TO 8:00 P.M. ON THURSDAY, JULY 19, 2012. (YOLANDA Y. VIGIL)**

The staff report was given by Yolanda Y. Vigil, City Clerk, noting there is a letter in the packet stating St. John's has no objection to the request. Responding to the Mayor, Ms. Vigil said the school is the College itself, and the College is one of the sponsors of the event, and the waiver by law has to be approved by the Council, even though the College is a participant.

### **Public Hearing**

There was no one speaking for or against this request.



**The Public Hearing was closed**

**MOTION:** Councilor Rivera moved, seconded by Councilor Calvert, to grant the waiver of the 300 foot location restriction and approve the sale, dispensing and consumption of alcoholic beverages at St. John's College, 1160 Camino Cruz Blanca at a MIX networking event on Thursday, July 19, 2012, 6:00 p.m. to 8:00 p.m..

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

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

**Against:** None.

**6) CONSIDERATION OF BILL NO. 2012-16 ADOPTION OF ORDINANCE NO. 2012-22 (COUNCILOR CALVERT, COUNCILOR RIVERA AND COUNCILOR DIMAS). AN ORDINANCE AMENDING SECTION 25-1.8 SFCC 1987, RELATING TO THE FLUORIDE ION LEVEL IN THE CITY WATER SUPPLY. (ALEX PUGLISI)**

A copy of a proposed Amendment to Bill 2012-16, Fluoride in City Water Supply, sponsored by Councilor Calvert, is incorporated herewith to these minutes as Exhibit "11."

A copy of *Professionals' Statement Calling for an End to Water Fluoridation*, entered for the record by Jimmie McClure, D.C., Chiropractic Physician, is incorporated herewith to these minutes as Exhibit "12."

A letter from Oshana C. Spring, 3 Montecito, Santa Fe, New Mexico 87506, dated July 11, 2012, to Councilor Chris Calvert, Councilor Chris River, Councilor Bill Dimas, entered for the record by Julie Von Ariphe, is incorporated herewith to these minutes as Exhibit "13."

A copy of *HEALTH ALERT FLUORIDE IN DRINKING WATER*, entered for the record by Ann Galloway, is incorporated herewith to these minutes as Exhibit "14."

A package of information on *Water Fluoridation* entered for the record by Rudy Blea, Director, Office of Oral Health, New Mexico Department of Health, Public Health Division/Health Systems Bureau, is incorporated herewith to these minutes as Exhibit "15."

A packet of information, including a color photograph, was entered for the record by Ron Romero, Dentist, is incorporated herewith to these minutes as Exhibit "16."

The staff report was presented by Alex Puglisi. Mr. Puglisi said fluoride is added to the public water supply in accordance with scientific guidelines, adopted by both the EPA and the Centers for Disease Control and Prevention. He said City Ordinance No. 25-1.8 SFCC 1987, requires the Water Division to add and maintain optimal levels of fluoride. The Centers for Disease Control and Prevention recently changed its guidelines to establish an optimal concentration of fluoride of 0.7 ppm. The City's Water Code calls for a concentration of 0.8 ppm to 1.2 ppm.

Mr. Puglisi said the proposed amendment was recommended by the Public Utilities Department and sponsored by Councilor Calvert to bring the current City of Santa Fe Water Code into conformance with the most recent CDC guidelines for the City's fluoridation of its water supply. The amendment does not establish nor eliminate authorization for the City's fluoridation of water. That action is specifically authorized under City Code 25-1.8 SFCC 1987. He said fluoridation is a local decision and is not mandated by the State or federal governments. He said the amendment will ensure that if the City fluoridates, it does so in accordance with the most current recommendations of the CDC and the EPA, and the most current guidelines and standards.

Responding to Councilor Bushee, Mr. Puglisi said there is an existing ordinance from 1955.

### **Public Hearing**

#### **Speaking to the request**

Mayor Coss gave each person 2 minutes to speak to the issue.

**Dr. Jessica Brewster, Dentist, La Familia Medical Center for 10 years, and Chair of the New Mexico Board of Dental Health Care.** Dr. Brewster said she is not representing La Familia or the State Board. She is here as a concerned dentist and a long term resident of District 1. She said the proposal presented by Mr. Puglisi is a thoughtful and intelligent proposal and strongly recommends that the Council adopt that proposal. She said she sees patients every day who suffer from severe dental disease. She said she is concerned because there are people who want the City to stop fluoridating our water. She said this is a terrible idea. She said access to dental care in Santa Fe is tremendously difficult, noting people wait a very long to get care at La Familia. She said if we don't fluoridate our water, our most vulnerable citizens, the poor and under-uninsured or not insured will suffer the most. She strongly recommended adoption of the amendment, which she believes is good for the City.

**Chris Morgan, Dentist in Santa Fe and resident.** Dr. Morgan said he treats the citizens of Santa Fe at his office. He is in favor of this amendment, speaking from a purely professional and scientific point of view. As a business person he sees no benefit from fluoridation of drinking water. He said, an ethical dentist he deals with early childhood decay on a daily business, and can say, without reservation, he with the overwhelming majority of his colleagues unabashedly supports the maintenance of the proper amount of fluoride in the City's drinking water. He said, from a personal level, he has raised his young family on well water, and because the level of fluoride is below the CDC's recommendations, he has administered

fluoride drops on a daily basis to his children. He said, "I pass the test of would I do it to me." He said, furthermore, he practiced for a decade outside Grand Rapids, Michigan which was the first town over 60 years ago to adjust the level of fluoride in the drinking water supply. He said his patient population was from outside the City limits. He said the non-fluoridated kids suffered rampant decay, far beyond the dollar saved that is mentioned in the information on the website. He said when he saw a child from the City from a fluoridated area, they were far less prone to decay. He said this is entirely empirical knowledge, it is supported by 65 years of peer review and scientific study. He said, "What you have to decide for the children of Santa Fe is simple. Are you going to be swayed by an emotional argument, stated by non-scientific and non peer reviewed science and allow the removal of fluoride or the adjustment of fluoride below the recommended levels. Or are you going to side with 65 years of scientific research and reduce the most common bacterial infection in children which is dental decay. I fully support the adjustment of the level of fluoride to the 0.7 ppm as mentioned in the amendment. Below this level, is a waste of our valuable tax dollars and also is impinging upon our children's future."

**Jackie Major** said before she moved to Santa Fe, she was in the University of Colorado studying integrative physiology, and she is not a dentist. However, she said she did not find one medical study that proved that ingesting fluoride is good for the body. All she ever found on the subject of fluoride were detrimental studies about it causing cancer and autoimmune diseases "going skyrocketing out of the roof" and on and on. She said, "And I could go on and on, but I won't. The only other thing I'd like to bring up is that here is a tube of Crist toothpaste. On every tube of fluoridated toothpaste, it states a warning on the back of that label that says, if you ingest more than pea sized amount of this toothpaste with fluoride in it, you should call poison control center immediately. You are welcome to come look at that. Thank you."

**Jim McClure** said he has been an holistic Doctor and lived in Santa Fe for the past 25 years. This is his home and he cares about the environment here. He said on August 9, 2007, the fluoride action network released the professional statement calling for an end to water fluoridation, which has been signed by 4,000 medical doctors, doctors of osteopathy, doctors of chiropractic, doctors of oriental medicine, PhD's, and other health and science professionals in the U.S. and international. Dr. McClure read THE STATEMENT, for the record which urges action to end water fluoridation which lists a number of health concerns, and finds no benefit from fluoride in the water and finds benefit only from topical application, maintains that fluoridation is outdated, has serious risks, violates sound medical ethics and denies freedom of choice. Please see Exhibit "12," for the text of the statement.

**Julie Von Ariphe, Doctor of Oriental Medicine**, said she has been in Santa Fe for 48 years. She read a letter into the record by Oshana C. Spring, a naturopathic doctor, against fluoridation of the drinking water, which she entered for the record. Please see Exhibit "13," for the text of Dr. Spring's letter.

**Ann Galloway** said she is the grandmother of a perfectly normal child, and the mother gave this child a drink of the City water and now the child is autistic. She said she gave the Councilors some information [Exhibit "14"], and wants to call attention to the information. She said if you swallow a pea size amount of toothpaste, the warning on the toothpaste says to call the Poison Control Center. She said this is the same amount of fluoride as in an 8 ounce glass of water. She said the CDC studies show fluoride poisoning in 31% of children. She said fluoridation is the mass medication of people without informed consent, without medical monitoring or FDA approval. She said, "You are not being told it's health dangers. It's side effects. Do you know that Alzheimer's is on the increase 800%. I think every one of us in this room has had grandparents who have died of Alzheimers or died of Alzheimer's. Go in the old age homes and look at the amount of people that have Alzheimers. Where's that coming from. You are not being told of its health dangers. The side effects are tremendous. ADA, CDC warns against giving infants fluoridated water. Fluoride is a drug, a potential neurotoxin by government definition. 97% of western Europe has chosen to have fluoride free water. What do they know that we don't. Or have we been so heavily fluoridated that we can't think straight. " She asked the Councilors to remember their oath of office which is to follow the Constitution of the people. She said, "You are endangering our health and our mind and our ecology. And I don't want to threaten you, but if there's enough complaint against your certification, your, what is it called, well this oath, there is a bond. If there's enough complaints against your bond you will lose your oath of office, you will lose your position to be insured. This is a crime and you have control over it. You are the decision-makers. This issue is not going to end here. We want the fluoride out of our water. We want you to stop adding fluoride. There's enough fluoride in everything because we've been doing it since 1955. We've had enough of this. We've been dumped on. There's all kinds of statistics. China does not fluoridate their water, and their childrens IQ is 10% higher. There's all kinds of critical studies that show the harmful effects. Look at the increase in cancer rate in autism, 1 in 100 children are autistic, and children don't come into the world with these deficiencies. But the toxins we give them, they end up with it. Thank you."

**Audrey [no last name given]** said a lot of cities are going to no fluoride, and in New Mexico she believes Santa Fe only one of two cities that have it. She doesn't know the other City. She said San Antonio never had it. She talked to someone on the Plaza last night and they told her, "We all showed up and it was a no go for our City." She said there was a recent victory in Quebec and Calgary in Canada, and New York City is thinking of saying no, Milwaukee is looking at it, and Phoenix is looking at it according to an email she got this morning from the citizens for health, noting she sent it to all the Councilors whose email was on the website, but there are new Councilors who haven't put their emails up. She said we are choosing to please the CDC and the EPA, but we actually have choice. She said fluoride is a liquid and it's not natural. It's called hydrofluorosilicic acid. It is a liquid and most governments in the U.S. buy it from Florida, and she isn't keen on drinking the water or eating shrimp from Florida because of "the gulf deal," because she had a friend who lives there who told her what she saw. She said for 20 years she's been buying her own water at 25 cents a gallon which is the best deal in town, because she rents, saying \$10,000 a lot of money to buy you own reverse osmosis system in the house. She said if they don't put the hydrofluorosilicic acid in the water they have to neutralize it, because it is agricultural/industrial waste. She said China sells it even though they don't use it, but she thinks most Americans get it in

Florida. She said, "And it was started in Germany during the time of the war and they gave it to prisoners to make them docile." She said Dentists are saying don't give fluoridated water to babies or infants, and diabetics and people with kidney disease and arthritis and issues with bones. She said we have fluoride gate and you can google it. She said there is a lady named Hanna Kruger in 1990 who told us the smallest amount would affect our body and to stay away from it, and she was healing everybody across the nation that couldn't be healed by mainstream stuff. She said she had chronic fatigue syndrome for two months, when someone told her to contact Hanna Kruger and she'll take care of it, and in 2 months she was better. She got it because she had mono earlier. She said they are hiding the fluoride in plain sight.

**Nolan R. Scott** said he has lived here for 35 years, out on Old Santa Fe Trail. When he comes into town, he is worried about drinking the water in town because he doesn't think it is safe. He went to Whole Foods and asked if they have a "filter for their water for their foods," and they filter most of their water for their food, so it is relatively safe, but not totally. He said if people in Santa Fe want a filter for their water at their house, the City could pay for it. He said it would be cheaper to get rid of the fluoride in the water.

**Chris Hendricks, Pediatric Dentist**, said he is a pediatric dentist in Santa Fe and certified by the American Board of Pediatric Dentistry. He said this is a hot topic and very emotional. He said he wants to share what he sees in his day to day practice. He said when fluoride was introduced into City water supplies in the 1950s and 1960s, there was a 50-65% decrease in the rate of caries [cavities] rate in children. He said even today, we are looking at a 25% decrease in cavities. He said it is true that there is no point in ingesting fluoride, but the topical effect of fluoride is fully proven, and you get the topical effect when the water washes over the teeth, and the more frequently you drink fluoridated water, the more of a dose you get topically on your teeth to protect your teeth. Using the overhead, Dr. Hendricks showed a series of color photographs of dental caries in very young children to illustrate his points. He said pediatric dentists deal closely with a disease process called severe early childhood caries, noting the 5 pictures were taken from patients in his office in Santa Fe. He said these are two-year olds with severe dental decay which are treated in a hospital under full general anesthesia. He said people talk about the purported unproven risks of fluoride consumption, but "I can tell you one thing for sure, kids die under anesthesia." He said these are children who suffer immense level of disease who have been fully anesthetized under general anesthesia to receive dental treatment – these are babies, and these are kids from our community. He said he had 5 of these children in his office today and that's a typical day in his office. He said any change made in policy that affects our most vulnerable children puts them at risk, notwithstanding the risk of anesthesia as well as the cost of this type of treatment. He said fluoride is well proven to have a great topical effect, and the City water supplies a fantastic way to help these children.

**Daniel Guerrero, Pediatric Dentist**, said he has lived here for 20 years. He said he is here this evening as a dentist for 20 years and as the father of a son age 14. He said he understands this is a very emotional issue, but believes we need to listen very closely to the evidence. He said it is an ethical issue.

He said early childhood caries as shown by Dr. Hendricks, is very common. He said you don't see it in your kids, because it isn't a significant problem for middle class people and higher income people. However, it is a severe problem for the weakest members of our society. He said a society will be judged by how we take care of our weakest members. He said we need to very carefully assess the weight of the evidence. He said others have talked about the overwhelming scientific evidence, and some may not agree with it. However, that happens in every area in science. He said we think evolution is a settled issue, but some people still don't believe it. He said everyone has a right to their opinion. However, should we base our decisions on that or should it be based on the careful analysis of the evidence. He said in 2007, in Maryland a 12 year old boy, Diamonte Driver, died from a tooth infection. He said he has many people in his practice who don't want to ingest it, and he tells them that's perfectly fine and we need the topical effect. However, fluoride is easily removed from the water by a reverse osmosis filter that costs about \$100. He respects well intentioned people who are against fluoridation and don't want it for their children, and he respects their decision. He said he and his son drink City water. He said for kids such as Diamonte, it is a different matter. He said those kids have a hard time getting into our offices.

**Rudy Blea, Program Director for the State Office of Oral Health**, said he is here in support of the Resolution as the City is proposing to maintain the fluoridation at 0.7 ppm. He said the State of New Mexico approves the recommendation by both the CDC and the EPA. He said he comes here as a State official to support the Resolution and to maintain fluoridation in the Santa Fe community, along with the other communities throughout the State. He said he wants to talk about what he sees with the children in Santa Fe as a Program Director. He said they have a Head Start Program and a Dental Program. He said they go throughout the head start schools and elementary schools, and they are finding that the low income, Hispanic children have an increased amount of tooth decay. He said there are a number of reasons, some of which is that they're not drinking the fluoridated water, or don't use toothpaste, or do not have good oral hygiene. One of the main reasons is they're not getting good counseling on how to take care of their oral health needs, one important element of which is they do not have a dentist. He said they did a recent study of 3<sup>rd</sup> graders in New Mexico and 26% had active tooth decay. They were going to school with tooth decay. He said in the most recent report from the United States Surgeon General on oral health, we found that 50 million hours of school were being missed by kids with tooth decay who were not being treated. He said, "Your job as Council members and Mayors is to have a healthy community. Along with my colleagues here, who are representing the people of Santa Fe, especially the children. I support that the Resolution be maintained and that fluoridation also be maintained. Your contribution of maintaining this program is a good health policy along with a good City policy. You will be contributing to the healthy citizens, especially our children as they grow, and especially as they go to school with healthy mouths. Thank you."

Mr. Blea provided a binder for the Governing Body which contains 60 years of information on fluoridation – all the scientific information, how to take care of it, how to provide it to all the communities. He said, "Santa Fe has been fluoridated since 1955 and you need to maintain that good policy."



**Helen Oakes, former public school and college teacher and former radio broadcaster and news director.** Ms. Oakes said she speaks about a societal danger on deeper levels regarding fluoride in our water. She said, "I ask this Council, will your fluoride decision be based on the will of the truth of the matter, the will of the people, or it will be it based on the will of huge corporations and their profits that manipulate public opinion. Corporations are entities driven by one mandate – make money, lots of it – and disregard all needs and wants of people. Or, in this case, the health risks of people because they don't matter. It is a known fact that fluoride is perhaps one of the greatest scientific frauds upon an unsuspecting public. In addition, corporations' financial goals hold more power than humanity's goals in decisions because our Federal Supreme Court declared corporations are people. Yet, our founding fathers put their lives on the line in the Constitution, demanding recognition for the value of a human life and the declaration dedicated to all of humanity. Corporations are not living entities, because there is no moral conscience without a human heart. I asked the City Councilors, plus each and every single one of the people here in this audience, 'Where's your mommy and daddy. Who profits. Who make fluoride. Who desires that poison is good for all people or good for huge industrial profits in the chemical industry, pharmaceuticals, even liars and those who win at any cost regarding the threatening health risk. Don't vote for corporate profits and disregard human needs. At FluorideAlert.org, there are 50 scientific reasons to vote against fluoride. Thanks."

**Mercedes Kerkel** said she is a citizen, a resident of Santa Fe, and has no medical or scientific credentials, and is simply a concerned citizen. She said what she hears and what "everyone" is saying is there are very much two camps. There are concerned people and professionals who have spoken with great passion about their care for people's health, especially dental health, and they strongly believe that fluoride helps people's dental health. She said there are people from the other camp who are saying they feel ingesting fluoride has serious health risks. She said both sides are presenting evidence to support their side, and the evidence that decisions have been made in our country and around the world on both sides. She said perhaps there is a trend going toward not putting fluoride in drinking water. She said obviously there is evidence on both sides and people are taking positions on both sides. She said, "I would like to suggest that this isn't a conflict. That there are ways that both could be supported. The current solution that's being used and has been used since 1955 in this City of adding fluoride to the water is one way of handling it, but there are other ways that could give people options. And I think that's the essential issue here. It's about free choice. And right now, adding fluoride to the water is not giving everyone free choice. And there are possibilities of looking at other options where people could have choice if they wanted to have fluoride for their families, for children's health, whatever, topically that wouldn't involve everyone to ingest it in their drinking water, and that's what I would like to urge you to look at. I want to say that I think this bill being proposed tonight is a very good one as a beginning step, that it's lowering the amount of fluoride, and I'm glad that you're looking at this and that it's coming up for the first time since many years, but I would like you to go further. And as one possibility, if the amount of money that's being spent on fluoride and fluoridating the water right now, which I am told the budget is \$32,000 per year on that, could go toward other programs, perhaps toward educating, especially low income populations, about diet and nutrition that would help their dental health or toward providing things like fluoridated toothpaste and programs for people who choose it, to have that kind of protection so that both needs of both groups could be met."

**Ron Romero, Dentist**, said he provides preventative dental services to children in Santa Fe elementary schools and Head Start programs, as well as pre-school programs. He listed the schools where he provides services, including: Ramirez Thomas, Sweeney, Chaparral, Salazar, E.J. Martinez, Kearney, Pinon, Aspen just to mention a few. He said Ramirez Thomas has a pre-kindergarten program where he provides preventative dental services, and they have a fluoride program. He said [inaudible] del on Agua Fria in the airport area, has a large Head Start Center, and this is one of the centers where he provides preventative dental services. He said Tierra Contenta and Sweeney Head Start have programs as well. He said he is out in the trenches and knows what is there and some of the kids are in the condition of early childhood caries. He said we see a lot of kids with rampant decay. He said if there wasn't fluoride in the water, he is sure he would be seeing a lot more. He said statistics show that providing community water fluoridation lowers the decay rate. There are a lot of children in Santa Fe that do not have cavities and a lot of the children in the schools don't have cavities which he credits to community water fluoridation, so there is a large positive benefit in providing community water fluoridation in the Santa Fe area. He said community water fluoridation ranks as one of the 10 greatest health accomplishments in the 20<sup>th</sup> Century according to the Surgeon General's Report in 2000. He said adults as well as children benefit from drinking fluoridated water throughout their lives, noting it doesn't benefit only children. He said 62% of the U.S. population live in communities served by community water fluoridation. He said in California in the early 1990s, less than 20% of the state's population was served by community water fluoridation, which has significantly increased. Dr. Romero said, "I would strongly and enthusiastically recommend the continuation of water fluoridation and keeping it at the CDC recommendation."

Dr. Romero presented a packet of references for the record based on science [Exhibit "16"]. He said one of the questions is, Is water fluoridation a cost effective means to prevent tooth decay. The answer is yes, and he will submit the reference to prove that material. Fluoridation is safe and he has the reference to prove that which he will submit for the record. He said there is a City in Wisconsin that started fluoridating its community-wide water in 1949, and second graders had more than 200% tooth decay, fourth graders have 70% and 6<sup>th</sup> graders had 91% more decay than those of the same age in 1960. He cited the California Department of Health website which answers questions on fluoride, such as whether fluorides are approved by the U.S. Food & Drug Administration, which isn't required. He said it is a very good reference, and he strongly recommends the proposal to lower the fluoride to the CDC recommendations.

**Mark Zamora** said he lives in Santa Fe and he is a native of New Mexico. He commended the Council for the decrease in the amount of fluoride the Council is considering this evening. He doesn't believe it goes far enough and it is a step in the right direction. He said in a democratic society the yeas tonight are far outnumbered by the nays. He said it is wish and his earnest expectation that you will listen to us, the voting public with regard to this issue which is a very emotional issue. He said he doesn't agree with the professionals, the dentists that spoke in favor of fluoridation of water, but he uses them and needs them. However, the dentist with the slides, if his numbers are correct, and he sees 5 children a day with cavities, that is 1,300 per year and 13,000 children annually with severe cavities. He said this is an



indictment against fluoridation of water. He said this is consummate failure. He said the other dentists have spoken to this as well, and they're advocating fluoridation, but they're showing you the failure of it on top of being poisonous.

**Holly Stoltz, citizen**, said she doesn't agree with the doctors that fluoride is good for people. She grew up on a potato farm in New Jersey where they raised their own vegetables, and there was no fluoride in the water. She had no cavities until she was beyond high school. She ate a lot of vegetables and good food and that may be what the kids aren't getting. She grew up without fluoride and she didn't need it. She doesn't agree with the dentists, and her son has good teeth and they don't use fluoride because it is a poison and it isn't a natural kind of fluoride. There a natural fluoride that we could put in the water, but that's not what this is.

**Allison Laskey** said she would like to resubmit the consideration that these examples of tooth decay have happened within the time of fluoridation. Look at what is happening while we are fluoridating our water. She said regardless of the science involved, this is a human civil liberty for us to decide how to take care of our health. She urged the Council to discontinue fluoridation of the water. She said she was excited to hear the dentist speak about administering fluoride to his children himself when using well water. She would like for everyone to be able to make that choice. She said low income families likely don't have money to buy filters, so many children may not be subjected to the same levels of fluoride as in a low income family. She feels this is an important point. She said we could use the money the City uses to buy fluoride to get healthy dental administered fluoride for low income families.

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

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

Responding to Councilor Bushee, Mr. Puglisi said the current range of fluoride in the City water is 0.7 to 1.2, and staff is saying the Council should adopt the new recommended CDC level of 0.7 as the top level.

- Councilor Bushee said she understands there is naturally occurring fluoride of 0.2 to 0.5.

Mr. Puglisi said depending the on source of water, there is a range of 0.2 to 0.5, noting 0.5 comes from the BDD, and the reason Albuquerque stopped fluoridation. He said Albuquerque was taking water into its water diversion with a concentration of about 0.6 ppm, which was very close to the recommended standard.

- Responding to Councilor Bushee, Mr. Puglisi will be fluoride of 0.2 to the water.
- Councilor Bushee said then what we add is not naturally occurring fluoride.

Mr. Puglisi said even the hydrofluorosilicic acid is based on natural minerals. He said depending on the location of the water supply, the City uses sodium fluoride at the Canyon Road Water Treatment Plant and in our wells and hydrofluorosilicic acid at the Buckman Diversion.

- Councilor Bushee asked, "Where do you get this stuff. What's the source."

Mr. Puglisi said he doesn't have the specific names of the distributors but they get them from water supply companies. His understanding is that sodium fluoride is a mined mineral which is mined in conjunction with potash.

- Councilor Bushee said potash mining has trace tailings "of not good stuff."

Mr. Puglisi said it is a mineral that is mined at the same time as potash, but it doesn't come from the potash mine tailings.

- Councilor Bushee asked Dr. Hendricks if the populations he serves have health insurance.

Dr. Hendricks said he treats patients who have insurance to those with no insurance.

- Councilor Bushee said she is trying to understand why dental providers say that fluoride has to come to us through the water system, commenting she assumes most toothpaste has fluoride.

Dr. Hendricks said in a perfect world each child would get a risk based assessment of their cavity risk level and have, personal, specific fluoride assessment done for them, commenting he tries to do this in their office when they assess the children. He said he assesses their water supply as part of their overall specific caries risk and use that in conjunction with the treatment plan for what preventative protocols that individual child should follow. This is the ideal world.. The situation he is more frequently faced with, is that it comes down to time and money. The reason we see so much City water fluoridation is because it's cost effective and reaches the most number of people at a very little cost. He said \$32,000 to supply the entire City with fluoride is a whole lot less than it costs for the same amount of people to come to one of our offices and receive the risk based assessment and treatment.

- Councilor Bushee asked if the kids on the slides are kids that generally don't receive a lot of his care.

Dr. Hendricks said these are kids either coming to his office under their own power or being referred to his office from outside dentists. He said it is a first time visit and the first time they've been seen. He said, for those who want to say this is a failure of fluoride, he treats patients from Santa Fe all the way to the Colorado border and out all over Northern New Mexico. He said, "Anecdotally, we could easily show you that we have significantly higher rates of caries in rural populations than we do in the City itself. But the point of the slides is that early childhood caries is

a super severe disease. It is devastating kids and their quality of life, and it is in everybody's best interest to try to protect these children."

- Councilor Bushee said then you're suggesting that you are treating kids that are that bad that are on well water, or they're having bad dietary...
- Dr. Hendricks said it is a combination of all the above, and people like to pinpoint it on specific populations and say this is just our poor children. "The fact is, I routinely treat children who come down from Los Alamos with mom and dad both working at LANL who have the same diseased state of mouth."
- Councilor Bushee asked if there is no fluoridation in Los Alamos.

Dr. Hendricks said it varies on the wells. He said he recommends to the patients who drink well water, to have their well water assessed and have that done so they can individually determine how much fluoride their children are getting. If they are on the City levels, then we go based on what the City is putting into the water when we're determining what they need to do for their personal prevention. He said it is a complex issue.

- Councilor Bushee thanked Dr. Hendricks for his answers and thanked the other dentists for the work they do.
- Councilor Bushee said she glad to hear why Albuquerque stopped fluoridating. She said she has been out of town and when she returned, she read the minutes. She noted Councilor Calvert had a graduate school paper on fluoridation in City water in the San Francisco bay area. She had dinner with Councilor Trujillo who is a sponsor along with Councilor Dimas.
- Councilor Trujillo said he is not a sponsor of the bill.
- Councilor Bushee said she didn't get a sense that there is a lot of support to do what this Resolution asks us to do. She quoted Councilor Calvert from the Public Utility Committee minutes of June 2, 2012, as follows:

"I think that it would be very safe without going to any effort, like you said, to extract what occurs naturally, it's just not to add any to the water. I think that if somebody decided on their own that they needed more, for whatever reason, there are ways to do that. I think most people get more than the ideal amount. I'm not going to get into a debate if there is such a figure, but if we agree there is an ideal amount, we are getting way more through all sorts of sources already. So I honestly don't think there's really any need to add any with the background that we already have.

She said Councilor Calvert went on to say that Albuquerque doesn't fluoridate its water.

- Councilor Bushee said she spoke with Councilor Rivera who has done his own research and he has children in the school system, as well as Councilor Trujillo. She said she wonders who wants to continue to add fluoride to the water. She hasn't heard "anyone up here yet tell me from the work that they've done..." She said she came with an open mind and wanted to hear from everybody, all emotion aside, because she thinks this is an important decision.
- Councilor Dominguez said he also wants to hear from the sponsor, noting he has done research. He thanked everyone for speaking and voicing their opinions on the level of knowledge they have on this particular issue. He said right now fluoride isn't mandated by the CDC.
- Councilor Calvert said this is correct. He said Mr. Puglisi addressed that, and it is a local option.
- Councilor Dominguez said there is no doubt that it has benefits, and it already is occurring naturally, but if there was a mandate he could see a sense of urgency. However, there already is naturally occurring fluoride and we're getting it from other sources as well, commenting that was part of Councilor Calvert's testimony at the PUC. He wants to hear from the sponsors, "because this is pretty intriguing."
- Councilor Calvert said, as Councilor Bushee mentioned, and as he referenced at a Public Utilities meeting, he did a paper on fluoridation while he was in graduate school at U.C. Berkeley. He said there were several things which impressed him. He said water is fluoridated to get the desired effect, and "let's assume for a moment that it does have a benefit, but what's happening is you're fluoridating 100% of the water and 95-99% of it does not get ingested, so you're basically dumping most of it into the environment one way or the other – flushing the toilet or washing the dishes or clothes or whatever." He said we've been doing this here for 50 years and in other places for 60 plus years.

Councilor Calvert said we have been adding a lot of fluoride into the environment. He said the EPA requires certain industries to not do this and to clean up what they put into the water which is a conundrum to him. He said fluoride is a toxic substance by definition. He said the EPA and the CDC set the optimum level, but they also set a maximum level that you don't want to exceed because it has toxic effects. He said there are all sorts of discussion by people as to what level is safe. He said if we were one of these industries, we would be prohibited from doing what we are doing via our water supply, and pay to clean it and keep it from going into the environment.

Councilor Calvert continued, "And yet, we are paying for the privilege of doing what they are not allowed to do. This strikes one as a little odd, I guess, to say the least. And cost isn't the issue in my mind. But to put it in perspective, yes we spend \$32,000 a year on fluoridating the water, and of that it rarely reaches the target population which is namely the young people, that amounts to about \$16 of that \$32,000. I know some people said that money doesn't go very far, but I think the money would be better spent in giving the \$32,000 to La Familia or somebody like that and actually having them treat some of the people."

Councilor Calvert continued, "And getting to the point of what is the real reason why people have these [cavities]. Is it because you know, fluoride or not having fluoride, or is it because of dental hygiene or lack of proper dental hygiene. Is it because of diet. Dr. Morgan [Dr. Romero?] on one of the things he provided us, he said, 'The disadvantaged will also see increased dental caries. Santa Fe's water remains the only reliable source of fluoride for a population that cannot afford healthy eating options and often opts for a diet high in sugars and sodas.' I mean, I guess the question is, is it really the fluoride or is it the high diet of sugars and sodas the problem or not, or the help."

- Councilor Bushee said her root question to Councilor Calvert is, "Do you support this ordinance that you're sponsoring. Because I'm just trying to get an answer. I have not heard anyone up here really supportive."
- Councilor Calvert said, "Well, I'm getting there. The level that it's set at is supposed to be the optimal level that provides the benefits with none of the dangers. But I think, when I did this, people were getting two to three times the optimal level back in the seventies, just because it's so prevalent in the environment and because it is so prevalent in our food. Food processing that uses fluoridated water and other sources. I think since we've been doing it now for 50 plus years, and it's been 30 years since this information has been updated. I think it's easier to say we're getting three to four times of that optimal amount already through our diets, without the need to fluoridate the water."
- Councilor Calvert continued, "So, in answer to your question, when we discussed this at the Public Utilities Committee, various people said they thought the best thing would be to no longer add it. As you said, we already have 0.2 to 0.5 depending on the source. The Buckman is the 0.5 which is now our major source. We're almost where Albuquerque is, and there's plenty of it coming from other sources within our diet and the optimal level that we need. We asked staff to check to see if there was any reason, any complications if we decided to no longer add it to our water, and part of that preparation."
- Councilor Calvert continued, "And what I have right here is an amendment that I would offer that states just that, it says:
  - "1. On page 1, delete lines 18-25, paragraph A, and insert the following paragraph A in lieu thereof:
    - A. The City water supply shall not be supplemented with additional fluoride ion.
  - 2. On page 2, line 2, after "month" insert "to ensure that that fluoride ion levels are in conformance with the current maximum and secondary contaminant levels for fluoride as prescribed by the United States Environmental Protection Agency."

**MOTION:** Councilor Calvert moved, seconded by Councilor Bushee, to adopt Ordinance No. 2012-22, with those amendments.

**DISCUSSION:** Responding to Councilor Bushee, Councilor Calvert said, "There was a part of lines 18 through 25 that were deleted that I think we still need to keep which is lines 21 through 22, where we're talking about current maximum and secondary contaminant levels for fluoride. And so, under B, where it says the City shall monitor fluoride ion levels in representative sample locations at least once a month, we are citing that language to make sure that is covered."

Councilor Bushee said, "Apparently you have grappled with this and come to this conclusion, because when I first got back to town, I asked you and said, so I've read the minutes and now your support, but you're putting this Ordinance, so it seems like you've done some hard thinking on this, and I appreciate that effort. Thank you. And the other sponsors."

Councilor Rivera said, "I too, would like to thank everyone that came up and spoke. I know it's a tough issue to try to deal with and it's a tough decision that we have to make. I think Councilor Calvert summed it up pretty well. I think our initial response was not to add additional fluoridation to the water and I continue to support that with the research that I've done, but I do appreciate everyone's opinions and thank you all for coming tonight."

Councilor Ives said he would echo thanks to all who appeared here tonight.

Councilor Ives said, "I know in my own consideration of this issue, having read Councilor Calvert's paper as part of my background in just trying to understand the issue. Clearly, it's been a significant issue across the United States for decades, and I suspect the existence of that debate is, in part, what results in it being a matter of option for localities such as the City of Santa Fe, which is why in 1955, presumably the City acted to apply fluoride to water levels. And presumably why again tonight, we have this issue before us."

Councilor Ives continued, "I would note that there are many substances out there that we, for proper health, require ingestion of us. Things, which if taken in over-abundance become toxic and can have very harmful health effects. For me, fluoride is one of those substances. Clearly we do get a good portion through our water supply already, depending on the source that we're tapping. From my perspective, it's certainly possible to reduce caries in children through other means. We've heard a number of folks address the fact, that in their particular household, with proper diet and circumstance, they may not have had any cavities. That, in my mind, too, would be a fairly unusual circumstance for kids in this day and age. I know it certainly wasn't that way in my own household growing up. And I look, in part to the example of my own experience in where I come out on this issue. In my case, and in my older brother's case, we did not have fluoride available to us. My youngest brother did. And I can tell you, having spent what I described at the time as innumerable hours in dental chairs before the age of 12, compared to my youngest brother who I think had one cavity by the time he was in his early twenties and he did receive fluoridation, ingested fluoride tablets. To me the effect was quite marked. And so for me, I come down to asking the question of, who is the portion of our society here in Santa Fe who is most vulnerable to the

circumstance where we do not fluoridate our water to the level that the Center for Disease Control recommends as the current optimum level. And for me, the answer are those in our society who can least afford to act otherwise or seek proper care. For me, these are the people who we should be attempting to provide the greatest protection to. And based on the science as I understand, and I certainly understand there are differences of opinion, and based upon personal experience, I believe we should follow the recommendation and guidelines set by the Center for Disease Control and continue to affirmatively fluoridate our water above the existing background levels by the presumably up to 0.2 to 0.4, that it would take to meet those minimum levels. That, to me, is the course that most effectively addresses a significant societal health problem for the population that can least afford to seek other means to avoid those problems, so I would speak in favor of the Resolution as originally drafted, and those are my reasons for doing so."

Councilor Dimas said he is a cosponsor of the legislation, and won't go on and on about this.

Councilor Dimas said, "What I will say, is we already have 0.2 to 0.5 fluoride already in our water. To add an additional 0.2, I don't think is going to add that much to whatever we're going to be doing, so I'm against adding fluoride to the water at this point. And I'll make that very clear. This was enacted back in 1955, and I'm sure many of you will recall back in 1955, Philip Morris was very strong too with smoking, and everything was just great. Man, you smoked a cigarette, you watched TV, you know, I Love Lucy. I watched some of those old series, and every time you look at them, I mean they've got a cigarette. So everything was okay with cigarette smoking at the time, until we found out later that cigarettes were poisoning us and killing a lot of people."

Councilor Dimas continued, "And I've read a lot of the scientific studies and I've studied this issue a lot before I came here tonight, and I've reached a conclusion, my own conclusion. I agree with a lot of what everyone has said here, but my conclusion is that we don't need to add any more fluoride to our water."

Councilor Trujillo asked Mr. Puglisi where we put the fluoride into the water.

Mr. Puglisi said fluoride is added at all of the different sources, and we add it at the City Wellfield, the Buckman Wells and at the Canyon Road Water Treatment Plant and at the Buckman Direct Diversion.

Councilor Trujillo asked if the water is tested prior to adding fluoride.

Mr. Puglisi said that is correct, noting they take up to 80 fluoride samples a month from different locations around the City.

Councilor Trujillo asked, "So when all of these water sources converge, how much fluoride have we put in."

Mr. Puglisi said, "It does vary and that's because all of our water supplies do not converge at any one point in the system, so Canyon Road may influence the upper part of the system. Different pressure zones are influenced by different sources, and the Buckman Direct Division has an entry point on the southern side of



the City and through the Buckman tank, 10 million gallon storage tank, so it influences different parts of the City. [When] the City Wellfields and the City Wells are turned on, there are different pressure zones where those wells and storage tanks are located, come under the influence of the wells within that pressure zone.

Councilor Trujillo said then we already have 0.5 fluoride in the water. And, as Councilor Calvert said, we get a lot of fluoride from foods. It's naturally occurring and I think we need to stop doing this.

Councilor Trujillo continued, " He said Councilor Ives said he spent a lot of time at the dentist. I've been drinking the Santa Fe water for 43 years, and I've made plenty of trips to the dentist. I've had my share of cavities. I brush my teeth. I try to do that. I think what we do need to do, if we're spending \$30,000 on this, maybe, as some people have said, we maybe need to divert some of this money to those organizations that can those kids and families who are having these dental problems, to have more education on it. This started in nineteen fifty-something. It's 2012, and I think it's time we need to stop doing this and just move on. So, that's what I have to say. Thank you."

Councilor Bushee said, "Well that was going to be one of my questions Geno. It's a drop in the bucket, because we already have a contract with La Familia. I think we have some money we give to the dental program, I'm uncertain. Is it an anti-donation issue if we were to conclude, or ask direction to staff, as part of the motion be that we divert the same amount of money to La Familia dental, to an existing contract earmarked for preventative programs for children."

Mr. Zamora said, "My recommendation would be, as part of the motion, that you direct staff to look into this. I'm already a little bit concerned regarding the advertising of this Ordinance..."

Councilor Bushee said, "And the amendment you mean. The surprise amendment."

Mr. Zamora continued, "Yes. And so to add a contract to this...."

Councilor Bushee said, "It wasn't a contract. That would be my recommendation that we look into that, because it is the Water Department you know, so that may be harder to do. And then, I was just going to say, I really, I mean, I came in and I had my private discussions with the dental group in front with my own sort of bias to things. I mean, you know, I mean, I grew up in the era and it was not before 1955, where on my Stingray bike I followed the mosquito truck, the fog of probably DDT, because it was cool. We rode around. I mean, who knew what that meant, who knows what it meant now, but it's crazy, the kinds of things that we put in for public safety and health and welfare as a good idea at the time."

Councilor Bushee recalled her experience at the dentist where cavities were filled with mercury and things evolved. She said the dentists have serious concerns, and once she learned our solid source of supply is "right around where you want us to be anyhow, and it's naturally occurring, I felt pretty comfortable in being able to support the amendment I didn't know was coming." She thanked everyone for all of the work put into this.



Councilor Calvert said, "In response to Geno's somewhat concern about the advertising of this. It's part of the public record at the PUC. We talked about this very option, and asked staff to look into it and bring it to the Council Meeting on this issues, so I think that was part of the public record all along, as well as the discussion in the news media that followed, I think gave plenty of people an idea that this was an option to be discussed at this meeting."

Mayor Coss asked Mr. Zamora if he would like to comment.

Mr. Zamora said, "Not particularly on that point. If I just have an opportunity to suggest a correction in language prior to the vote. I just want to reserve that, because I think there might be a clarification that's needed in the amendment that is proposed."

Councilor Ives said, "I just would note that with regards to the circumstances back in, presumably, the fifties versus the circumstances today, certainly, we've come a long way in our understanding of many of the disease processes that exist out there as well as having become aware of the significant impact that various types of substances have on the human environment and on human health. I would simply note that with regards to tobacco, I believe the CDC's position is relatively clear in the fact that cigarette packs also have warnings about cancer, and certainly DDT becoming a banned substance, evidenced the fact that entities such as the Center for Disease Control and the Health and Human Services actually does tend to keep up with the science, tend to make recommendations that they believe, based upon their understanding of the science, and their recommendations to the populace at large, that those make sense for human health. And again, in my mind, the notion of fluoridation is significantly of benefit to those who can't afford other alternatives, and that therefore, it makes the most sense to continue to fluoridate the water to the levels recommended by the CDC."

Mayor Coss said, "Before you vote, I'm not going to get to vote, but I'm just going to agree with Councilor Ives. And, I thought we were changing the standard tonight, and instead, we decided to abandon the practice that we've had since 1955, perhaps. That's the motion on the floor. It reminds me of when we made the WIFI argument, when we were prohibited from being scientists by the federal government. I noticed one of the people most against the fluoridation has WIFI on his ear, which I've been told causes cancer and that we're 'fascist, communist, Nazis' for not preventing WIFI in Santa Fe. But, nobody up here is a scientist, I might come the closest and that was a long time ago."

Mayor Coss continued, "But I've heard the dental community loud and clear, that serves our young people that can't afford dental care on their own, ask us not to do this. And in 55 years of study, the Centers for Disease Control is suggesting we should revise our standard downward, and I thought that's what we were going to do tonight, and to just say, well we're not going to do this anymore. And I would just say if we don't think the Center for Disease Control is a creditable scientific organization, then I guess we don't. I think that's part of the problem we have in this society is we don't believe science and what they say is just not true, no matter how many scientists tell them it is. They say this is a safe level of fluoride and they believe this is just not true, no matter how much the science says they've looked at it. Well, I've got all the dentists in town that take care of all of the people here in town saying 'Please keep this in the water,

because we think it helps.' And I think that's a dramatic decision to make, based on public notice that says we're going to lower the standard to follow CDC Guidelines. So, I'm just siding with Councilor Ives. And I hear all the testimony, but I hear the scientists saying 0.7 sounds about right. And I hear the dentists that serve the children saying, 'Please keep it at the CDC guideline'."

Councilor Zamora said, "On the amendment sheet, Item 2, where it says 'On page 2, line 2, after "month" insert "to ensure that fluoride ion levels are in conformance with the current maximum and secondary contaminant levels for fluoride as prescribed by the United States Environmental Protection Agency," I'm not sure that the best language would be 'are in conformance with the current maximum,' based on the statement of the sponsor of this amendment. I think the better language would be, 'no more than or at or below or not to exceed.' Any of those choices, but I'll leave that to the proponent of the amendment. But without it, it appears to be contradictory by bringing 'in conformance with the maximum recommendation'."

**FRIENDLY AMENDMENT:** Councilor Calvert said if Mr. Zamora thinks this makes this clear, he would take this as a friendly amendment.

**CLARIFICATION OF THE FRIENDLY AMENDMENT BY THE CITY ATTORNEY:** Mr. Zamora said, "And therefore the recommendation would be 'at or below' the current maximum and secondary." **THE AMENDMENT WAS FRIENDLY TO THE SECOND, AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE GOVERNING BODY.**

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

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

**Against:** Councilor Ives.

**Explaining her vote:** Councilor Bushee said, "Yes. Again the City is currently at about 0.5 ppm. We're not far off from the recommended level by the CDC."

- 7) **CONSIDERATION OF BILL NO. 2012-17: ADOPTION OF ORDINANCE NO. 2012-23 (COUNCILOR CALVERT). AN ORDINANCE AMENDING SECTION 14-8.13(B)(3) SFCC 1987, TO CLARIFY HOW WATER USAGE OF EXISTING STRUCTURES OR USES MAY BE APPLIED TO DEVELOPMENT WATER BUDGETS FOR PROPOSED STRUCTURES AND USES. (MATTHEW O'REILLY AND BRIAN SNYDER)**

A copy of a replacement Ordinance, entered for the record by Matthew O'Reilly, is incorporated herewith to these minutes as Exhibit "17."

The staff report was presented by Matthew O'Reilly. He said the Ordinance is a modification of the development water budget Ordinance, and is intended to fix an unintentional problem, noting Mr. Snyder just passed out a proposed Ordinance with the proposed amendments in red on page 2, and adds a phrase to the end of one of the sentences [Exhibit "17"]. The Ordinance, as written currently, causes a problem for existing structures and uses if those stop being used for a certain period of time. He gave an example of a situation where a business has been empty for more than 24 months, which, under the old ordinance, would require a new occupant to deliver a water offset for the exact same use. This could happen over and over, so we could be asking someone to offset their water use for the same exact space multiple times. This has become a problem recently because of the downturn in the economy, and some spaces are staying vacant longer than anticipated by the Ordinance. The proposed Ordinance cuts out the time limit, and get credit for the water actually used against the new use. He said we would then be offsetting water use positively, but wouldn't collect more water for that use than is necessary.

Mr. O'Reilly said the amendment proposed this evening addresses a concern by a citizen, by adding a sentence at the end saying that "you get credit for the amount of water you actually used, or the amount of water you actually paid to offset." Mr. O'Reilly gave several examples of how this could be done, including an Option B agreement.

Councilor Bushee asked if this stays with the property for life.

Mr. O'Reilly said it does not, it stays with the use while that use is in place, noting not many people take advantage of that, but for those who do, there are some real benefits because the up front costs are a lot less. It doesn't directly relate to the proposed ordinance, because once that use ends, the next user has to account for whatever water they are going to use..

Councilor Bushee said she voted against Luna Laundry because it was a new and increased use of water and we were "going to waive for them." She said this wouldn't allow that to happen.

Mr. O'Reilly said this is correct. He said the situation with Luna Laundry was that they were picking up their operation and moving somewhere else. It was an existing use moving to a new location. This ordinance is designed to take care of an existing location where the uses may change, which is the difference between this and Luna Laundry.

Councilor Bushee said page 1, line 23 of the Ordinance it provides, "the development budget for the proposed new structure or use may be reduced by an amount equal to the average annual consumption in the twenty-four months that the highest water use was active during the preceding ten years." She asked, "Is that of the facility, or of the person."

Mr. O'Reilly's said it is of the water use in that location.

Councilor Bushee said she likes Mr. Faust's proposed amendment, and she is glad it has been incorporated in the Ordinance. She asked what happens if someone moves in and it is a similar use, but they are high consumers of water, and we waived them having to bring any new water rights to the table.

Mr. O'Reilly said, "We don't. This Ordinance doesn't say... let's say that there's a use in an existing location and a new, higher water user comes into that location. What this Ordinance does, is it lets that new, higher water user get credit for how much water, or how much water was offset by the previous use. It doesn't outright give them a pass and they don't have to bring any use."

Councilor Bushee said this is her understanding. She commented she heard from hotels primarily.

Councilor Ives said he is quibbling language, noting Mr. O'Reilly started his presentation saying this was correcting the intent of the Ordinance, suggesting that somehow the prior Ordinance didn't accomplish the intent at the time. He said, "My sense was simply that what we're doing here is changing the parameters rather than saying what was in place before was bad, in order to allow to, or well encourage, or shall we say, reduce the cost to a potential new tenant in a space where there has been a similar use previously within the 10 years as opposed to the prior 24 months. Is that a fair statement."

Mr. O'Reilly said, "Mayor, Councilor, to avoid quibbling, I will say yes, that's a fair statement."

Councilor Ives said he wants to make sure he is clear on amendment. He said, on page 1, beginning on line 24, the Amendment provides, "...may be reduced by an amount equal to the average annual consumption in the twenty-four months that the highest water use was active during the preceding ten years or by the amount of water previously offset if the previously offset amount is higher.." He said then we're dealing strictly with a circumstance in which the offset, based upon the predicted use under the City's model is actually higher than the actual use, so we're extending the benefit to that offset amount, which in that instance is higher than the actual water use.

Mr. O'Reilly said, "That is exactly correct."

Councilor Calvert part of this is to address situations which were not fully anticipated when the original water budget was done. He said what happens if we don't approve the amendment, is that it will deplete our water bank unnecessarily. He said most of these are small businesses and if they don't have the required water then instead of purchasing water rights, they go to the water bank, noting we no longer have toilet retrofits. He said if we continually deplete the water bank in this manner, the result is that the water won't be available for the reasons for which it was set up in the first place. He said this gives consideration for the economic downturn and the fact that places have been vacant for quite some time. He believes this will help the economic development and recovery by reducing the requirement on these long vacant properties.

## **Public Hearing**

### **Speaking to the request**

**Eric Faust, local business owner**, said he sent an email out about 4:00 p.m., because he learned of this a little late. He is glad to see that his proposed amendment has been added to the Ordinance. He is in support of the both the proposed change and the proposed amendment. He said one other example he has is that they permitted an office use space of about 1,000 sq. ft., and brought in 10 toilet retrofits which is equivalent to .25 afy. They had a change of use, and were permitting for a hair salon. The hair salon had approximately .25 afy water use, but because of the Ordinance as currently written, they got credit for only about .1 afy, so they had to bring back in another "point and a half," and this amendment would correct that and make it more equitable.

**Richard Martinez, Architect**, said this Ordinance will benefit greatly his clients who sometimes are putting a use into a vacant space, and they would be able to take advantage of the use in the past. He is fully in support of the Ordinance.

**Selma Franks** said she sent an email to the Governing Body about a new restaurant she hopes to open, which is a space which has been vacant. She said when they heard about this issue coming before the Council, they wanted to come and support this change, noting it certainly will help them start a very costly business which they think would be of benefit to Santa Fe.

**Edmond Catanach** said he is in support of the Ordinance. He is a business owner, with over 30 years in the restaurant business, and hopes the Council adopts the Ordinance this evening.

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

**MOTION:** Councilor Calvert moved, seconded by Councilor Bushee, to adopt Ordinance No. 2012-23, the amended copy on our desks, and including the amendment in the packet for a one-year review.

**DISCUSSION:** Councilor Calvert said Councilor Wurzbarger asked to be added as a sponsor.

Councilor Bushee asked to be added as a sponsor as well. She said this is a good change and we want to encourage new business, and not to disincentivize water conservation which she thinks we had been doing. She said she is grateful for Mr. Faust's suggestion in this regard.

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

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

**Against:** None.

- 8) **CONSIDERATION OF BILL NO. 2012-28: ADOPTION OF ORDINANCE NO. 2012-24 (COUNCILOR CALVERT). AN ORDINANCE AMENDING THE TITLE OF CHAPTER XXI, FROM SOLID WASTE TO ENVIRONMENTAL SERVICES; AMENDING EXHIBIT B OF CHAPTER XXI, SFCC 1987, TO ESTABLISH AN ANNUAL 3.2% RATE INCREASE, FOR FOUR YEARS, FOR RESIDENTIAL CURBSIDE SERVICE, COMMERCIAL NON-COMPACTING REAR-LOADING SERVICE, LIGHT COMMERCIAL NON-COMPACTING REAR-LOADING SERVICE, COMMERCIAL NON-COMPACTING FRONT-LOADING SERVICE, COMMERCIAL COMPACTING FRONT-LOADING SERVICE, COMMERCIAL NON-COMPACTING ROLL OFF SERVICE, COMMERCIAL COMPACTING COMPACTOR ROLL-OFF SERVICE AND RESIDENTIAL LARGE ITEM SERVICE; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY (CINDY PADILLA)**

Cindy Padilla, Director, Solid Waste Division, presented information from her Memorandum of June 4, 2012 to the Finance Committee/Public Utilities Committee, regarding this matter. A copy of the Memorandum is included in the Council packet. She noted the request is for an increase of 3.2% across the Board, noting the residential rate includes the cost of recycling collection and are significantly lower than those paid to private haulers outside the City and within the County. Ms. Padilla said Stepwise recommended an increase in 2010, but it wasn't approved, noting the last increase in rates for solid waste was July 1, 2003. Ms. Padilla said this is an enterprise fund and generates sufficient funds to pay bonds, but it doesn't realize a profit. She said Santa Fe has one of the lowest residential refuse rates in the State, and would remain one of the lowest if this rate increase is approved. Ms. Padilla said the increase in rates, in addition to supporting the continued refuse/recycling operations and the anticipated annexation, will be used to offset the cost of per ton charges at the landfill, the design/construction of a heavy equipment mechanics shop and to maintain the City's bond obligations for the solid waste fund.

*The Council commented and asked questions as follows:*

- Responding to Councilor Bushee, Ms. Padilla said the increase is 3.2% each year for 4 years.
- Councilor Bushee how much revenue will be generated from the increase over the next 4 years.

Ms. Padilla noted there is an FIR in the packet, and it will generate approximately \$253,000 annually, and a total of \$1.2 million.

- Councilor Bushee asked what percentage is being used for building improvements on Siler Road.

Ms. Padilla said the recommended improvements would be \$2.5 million for a heavy equipment shop for which they would issue bonds, and the increase in the rates would generate sufficient revenue for repayment of the bond.

- Councilor Bushee commented that a summary memorandum is always good for her when items come before the Council for discussion.

Responding to Councilor Bushee, Ms. Padilla reiterated that the rate increase will generate a total of \$1.2 million over the next 4 years.

- Councilor Bushee said then overall only \$1.2 million will be generated from the rate increase, and you will issue bonds for the \$2.5 million for the heavy equipment shop. Councilor Bushee said she is concerned that the rate increase will not increase the delivery of service in any way.
- Councilor Bushee asked Ms. Padilla how soon would she anticipate moving into the anticipated Siler Road Complex, and if the renovations are done now, would she leave that facility and move into the new facility if it ever gets built.

Ms. Padilla said they need to be mindful of any future plans for Siler Road in terms of what they would intend to do with the equipment shop and what will be done once Siler Road is completely renovated. She said the needs for the heavy equipment mechanic shop are immediate and have been apparent over the past several years.

Responding to Councilor Bushee, Ms. Padilla said the only part they are looking to renovate or to expand would be the heavy equipment mechanic shop.

- Councilor Bushee said, "This was presented to us differently from previous folks in my recollection."

Ms. Padilla said StepWise Utilities provided several different scenarios, and they could do "a whole overview for about \$5 million for renovation, including administration and offices." She said the \$2.5 million is a scaled back project and only includes the heavy equipment mechanic shop, and all she is requesting at this time.

- Councilor Bushee said she wants to be consistent with her vote, noting she understands the tipping fees keep increasing which she doesn't like. She said she doesn't like that they wanted to build a facility at that time, even though she cares about hazardous waste collections which they stopped doing on an annual basis. She hasn't seen any new delivery of service, noting we were barely picking up trash there for "a few years in between now and then, and I have not seen recycling, you know, we don't pick up... you know Whole Foods is doing it, different plastics, cereal

boxes... Albuquerque is leaps and bounds... if I saw that there was a rate increase and it equated to an additional delivery of service to the consumer, but again, I'll wait for the hearing. Those are my questions."

- Councilor Calvert said it might be helpful if Ms. Padilla would clarify, percentage wise, of the 3.2%, the percentage going to tipping fees, annexation and to the heavy equipment mechanic facility.

Ms. Padilla said 2.2% will be used for tipping fees, 0.7% for the heavy equipment mechanic shop and the repayment and bond requirements is 0.2% and annexation is approximately 0.1%..

- Councilor Calvert said the total increase to the consumers will be a total \$1.63 per month over 4 years.

### **Public Hearing**

#### **Speaking to the request**

**Ann Galloway** said she owns 3 units, and they put out only one trash barrel, but they are paying for 3, noting someone stole the 3<sup>rd</sup> trash barrel. She said for the past 11 years she has been paying for trash pickup for service which is three times what a homeowner pays, and she hasn't had the service. She said she has overpaid. She said she is against this proposal, commenting the Council needs to look at the number of foreclosures in the City. [inaudible] She said it is unbelievable. She said with regard to the City workers, it takes 5 guys to empty a trash can at the end of her street, and asked what we are paying these people and what quality work are we getting out of them. She sees so many people doing nothing, standing around, and said, "And that's where my tax dollars are going." She said she has seen City vehicles in Walmart parking lots. She has seen City vehicles in the parking lot of her acupuncturist. They are using the City's vehicles for their own private use. She said we need to be more efficient, commenting she has never seen such a poorly run City in her life. She said, "The snow removal is unbelievable. There is no snow removal." She said San Francisco had frozen ice on it and she couldn't drive down the street. She asked, "What are we doing with the tax dollars. I see a budget, but how are the tax dollars being spent. There is no accounting for the way our tax dollars are spent. And the City water is always an even figure. Where is all that money going to. I went on the City website and I saw a lot of questions that have never been answered – the accountability of the tax dollars. That's what I would like to see, and I definitely oppose any increases."

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

**MOTION:** Councilor Rivera moved, seconded by Councilor Dimas, to adopt Ordinance No. 2012-24, as presented.



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

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

**Against:** Councilor Bushee.

**Explaining her vote:** Councilor Bushee said, "Again, same reasons. I don't even agree with the tipping fees being increased by SWMA just to build the facility when we didn't need to, and I'm concerned about renovations and I want additional delivery of service, especially around recycling, and I will be visiting with you on that. But I am glad we are picking up the trash on time. Thank you." Yolanda Vigil asked Councilor Bushee how she is voting. Councilor Bushee said, "No, it was no."

**Explaining his vote:** Councilor Dominguez said, "I'm going to trust that our representatives at SWMA have done their diligence. I'm going to vote yes."

- 9) **CONSIDERATION OF RESOLUTION NO. 2012- \_\_\_. CASE #2012-52. SHELLABERGER TENNIS CENTER GENERAL PLAN AMENDMENT. SANTA FE PLANNING GROUP, AGENTS FOR ERIC ROSE AND SAM HITMAN, REQUEST APPROVAL OF A GENERAL PLAN FUTURE LAND USE MAP AMENDMENT TO CHANGE THE DESIGNATION OF 8.62± ACRES OF LAND FROM PUBLIC/INSTITUTIONAL TO COMMUNITY COMMERCIAL. THE PROPERTY IS LOCATED AT 2400 ALUMNI DRIVE, IN THE VICINITY OF SIRINGO ROAD AND ALUMNI DRIVE. (HEATHER LAMBOY) Postponed to the meeting of July 25, 2012.**

This item is postponed to the meeting of July 25, 2012.

- 10) **CONSIDERATION OF BILL NO. 2012-19: ADOPTION OF ORDINANCE NO. 2012: \_\_\_. CASE #2010-53. SHELLABERGER TENNIS CENTER REZONING TO C-2. SANTA FE PLANNING GROUP, AGENTS FOR ERIC ROSE AND SAM HITMAN, REQUEST REZONING OF 8.62± ACRES OF LAND FROM R-5 (RESIDENTIAL, 5 DWELLING UNITS PER ACRE) TO C-2 (GENERAL COMMERCIAL). THE PROPERTY IS LOCATED AT 2400 ALUMNI DRIVE, IN THE VICINITY OF SIRINGO ROAD AND ALUMNI DRIVE. (HEATHER LAMBOY) Postponed to the meeting of July 25, 2012.**

This item is postponed to the meeting of July 25, 2012.

- 11) **CONSIDERATION OF RESOLUTION NO. 2012- \_\_\_\_ (COUNCILOR IVES AND COUNCILOR WURZBURGER. A RESOLUTION DIRECTING CITY TRAFFIC ENGINEERING STAFF TO IMPLEMENT, ON A ONE-YEAR TRIAL BASIS, ONE-WAY TRAFFIC ON CANYON ROAD EASTBOUND FROM PASEO DE PERALTA TO DELGADO STREET. (JOHN ROMERO). (Postponed at June 27, 2012 City Council meeting) (Postponed to July 25, 2012 City Council meeting)**

This item is postponed to the meeting of July 25, 2012.

- 12) **CONSIDERATION OF BILL NO. 2012-20: ADOPTION OF ORDINANCE NO. 2012- \_\_\_\_.**  
**CASE #2012-25. 209 E. SANTA FE AVENUE REZONING TO RAC. SOMMER, KARNES & ASSOCIATES, AGENT FOR NEW MEXICO OIL AND GAS ASSOCIATION, REQUESTS REZONING OF APPROXIMATELY 0.4± ACRES FROM R-21 (RESIDENTIAL, 2 DWELLING UNITS PER ACRE) TO RAC (RESIDENTIAL ARTS AND CRAFTS, 21 DWELLING UNITS PER ACRE). THE PROPERTY IS LOCATED AT 203 E. SANTA FE AVENUE (NORTHEAST CORNER OF EAST SANTA FE AVENUE AND WEBBER STREET). (HEATHER LAMBOY) (Postponed to July 25, 2012 City Council Meeting)**

This item is postponed to the meeting of July 25, 2012.

- 13) **CASE #2012-83. APPEAL. SOMMER, KARNES & ASSOCIATES, LLP, AGENT FOR NEW MEXICO OIL & GAS ASSOCIATION (NMOGA), APPEAL THE JUNE 7, 2012 DECISION OF THE PLANNING COMMISSION IN CASE #2012-54, DENYING NMOGA'S APPLICATION FOR A SPECIAL USER PERMIT FOR A PROFESSIONAL OFFICE AT 203 E. SANTA FE AVENUE. (HEATHER LAMBOY AND KELLEY BRENNAN) (Postponed to July 25, 2012 City Council Meeting)**

This item is postponed to the meeting of September 25, 2012.

**16. MATTERS FROM THE CITY CLERK**

There were no matters from the City Clerk.

**17. 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 July 11, 2012, is incorporated herewith to these minutes as Exhibit "18."

### **Councilor Dimas**

Councilor Dimas complimented our City workers who are doing a really good job with the cleanup of weeds and stuff. He thinks the City is starting to look really good..

### **Councilor Calvert**

Councilor Calvert said he got a message from a gentleman who lives in the 400 block of Catron, between Agua Fria and Alto, expressing concern about increased graffiti activity in that area between Agua Fria and the River, requesting we get the City crews out there to clean up.

Councilor Calvert said the wall on a building at the corner of St. Francis and lower Alto was tagged recently, and needs to be cleaned up if it hasn't already.

### **Councilor Rivera**

Councilor Rivera had no communications.

### **Councilor Ives**

Councilor Ives had no communications.

### **Councilor Bushee**

Councilor Bushee said she forwarded something to Isaac Pino, but she does want to look into the fence possibility at the end of Onate, with regard to the crime that comes in from the trail and the arroyos.

Councilor Bushee said she forward the emails she has received on the tax issue for the contemporary Hispanic Market. She said, "I'm not concerned that we require that they have a CRS number. I'm concerned that the individuals that have CRS numbers and are not paid up to date with the State. I don't us to be the enforcers and I have a concern that we... and I don't know if that's the complaint I'm getting from people, or what the details are, but I would like somebody to look into that from legal, because I think it is not our job."

Councilor Bushee said she forwarded an email to Mr. Romero with regard to Avenida Primera, and the two bridges in the subdivision about which she has been receiving emails.

Councilor Bushee said she forwarded an email from the owner of 10,000 Waves, and the impact fees as they are in the presumptive City limits.

Councilor Bushee said she has a few small things in the works.

Councilor Bushee would like to cosponsor Councilor Trujillo's Panhandling Ordinance changes.

### **Councilor Trujillo**

Councilor Trujillo introduced the following:

1. An Ordinance amending Section 20-2.2 SFCC 1987, to amend the definition of panhandling. A copy of the Ordinance is incorporated herewith to these minutes as Exhibit "19."
2. An Ordinance amending Section 24-2.6 SFCC 1987, to extend the truck ban currently in place on Camino Carlos Rey to Calle de Oriente Norte. A copy of the Ordinance is incorporated herewith to these minutes as Exhibit "20."

Councilor Dominguez asked to be added as a cosponsor.

Councilor Trujillo gave kudos to the City Parks workers who went to Marc Brant Park and found for 4 years, there has been no water to one section of the arroyo, and fixed that problem.

Councilor Trujillo reminded the City Councilors of the Fuego game on Sunday, and they are all invited to attend, noting it is City Employee Day. He said the season ends in two weeks. He spoke with former Councilors Ortiz and Romero and they said they will try to attend. He would like to see the entire Governing Body and City workers as well.

Councilor Dimas asked to cosponsor both of Councilor Trujillo's Ordinances.

Councilor Trujillo asked to send someone to Marc Brandt Park, noting people have been climbing into the bridge.

Councilor Trujillo said Councilor Wurzbarger said there are no more no tickets available for the Fuego game on Sunday, and asked Mr. Romero to check with Roger Griego to see if we can get more tickets for City employees.

Mr. Romero said he will look into that, noting the issue is that the committee had only enough money to buy 250 tickets.

Councilor Trujillo said he has tickets for one of the employees, which he gave to Mr. Romero.

### **Councilor Dominguez**

Councilor Dominguez said he gave Isaac Pino a list of his concerns on Airport Road, and asked Mr. Romero to get with him in this regard.

Councilor Dominguez thanked Mr. Romero and staff for the work done at Cesar Chavez Park, and said Mr. Pino is aware of his concerns, and asked Mr. Romero to work with Mr. Pino to be sure his concerns are addressed.

Councilor Dominguez reminded Mr. Romero about providing the copies of the agreements in place to the Governing Body for the joint meeting with the County.

Councilor Dominguez asked Mr. Romero to be sure the weeds are addressed on Calle Tajo.

Councilor Dominguez said the Parks Division and volunteers built a pump track at Zona del Sol, and last night, 1½ hours after it was built, there were 15 bicycles and 21 kids utilizing it, commenting it is a great amenity. He wants to be sure it is kept maintained. He would like a Police patrol there to make sure that it's safe.

Councilor Dominguez said he need to get with Councilor Rivera to follow up on issues at Las Acequias Park.

### **Mayor Coss**

Mayor Coss reminded the Council about the signing ceremony with Incheon, on Friday at 2:00 p.m., at the Convention Center, an MOA to pursue a Sister City relationship.

Mayor Coss said next Wednesday at 9:30 a.m., the Drug Policy Alliance, working with Chief Rael to bring in some people from the Seattle Police Department to talk about new diversion program to fight crime and drug abuse in Seattle, and would like everyone to attend that.

## **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 10:45 p.m.

Approved by:

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Mayor David Coss

ATTESTED TO:

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Yolanda Y. Vigil, City Clerk

Respectfully submitted:



Melessia Helberg, Stenographer

**SANTA FE PLANNING GROUP, INC.**

**P.O. Box 2482**

**Santa Fe, NM 87504**

**505.983.1134; 505.983.4884 fax**

July 11, 2012

Heather Lamboy  
City of Santa Fe Land Use Department  
200 Lincoln Avenue, P.O. Box 909  
Santa Fe, New Mexico 87504-0909

RE: Shellabarger Tennis Center  
General Plan Amendment & Rezoning Applications  
Case #2012-52; 2012-53 (aka 2010-53)

Dear Mrs. Lamboy:

We respectfully request that our cases (Case #2012-52 and 2012-53 (aka 2010-53)) are tabled this evening at the July 11, 2012 meeting of the City Council. We require additional time to meet with Larry Hinz, President, Santa Fe University of Art & Design, and his representative, attorney Frank Herdman, to address their concerns regarding the project.

Please reschedule this project for the July 25 meeting of the City Council. If you have questions or require additional information, please do not hesitate to call at 412.0309.

Sincerely,  
Scott Hoeft

*Exhibit "1"*

# The Path Santa Fe Has Taken

UNESCO Creative Cities  
Network Appointment

Artists' work exhibited  
in Seoul

Artists and a curator  
invited to a symposium,  
conferences and a festival  
in Asia

Various invitations for Santa Fe city officials  
to speak at conferences in other countries

Membership in ICCN

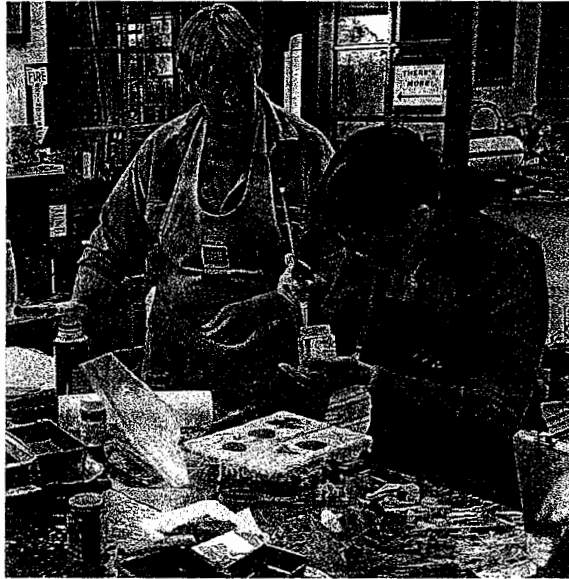
Artists and musicians participating in fall 2012  
ICCN International Festival

Invitation to World  
Culture Forum, Naples

*Exhibit "2"*



# City of Santa Fe Creative Tourism 2011/2012 Report



**July 2012**

**B.E. Hanifl and Associates**

*Exhibit "3"*



## The Origin of Santa Fe Creative Tourism

Santa Fe Creative Tourism is a program of the city of Santa Fe that works with artists and arts businesses to develop and promote workshops that allow visitors to experience Santa Fe's unique culture in a hands-on fashion. Partnerships and collaborations with the hospitality industry and other entities are sought throughout the community. The program was created as a result of the city of Santa Fe's 2005 appointment to the UNESCO Creative Cities Network and builds upon the successful 2008 International Conference on Creative Tourism held in Santa Fe.

The inaugural Santa Fe International Conference on Creative Tourism was a first-of-its-kind effort, bringing together a global community of tourism professionals, creative thinkers, and UNESCO Creative Cities representatives, to consider a redefinition of the travel experience. Held September 28th through October 2nd, 2008, the conference was organized by the city of Santa Fe in collaboration with the UNESCO Creative Cities Network.

Over 375 delegates, panelists and speakers participated in a mix of intellectual and participatory events including: multiple plenary sessions led by some of the top thinkers in their areas of expertise; five UNESCO Creative Tourism Conversations in the fields of folk art, crafts, design, music, gastronomy, and literature; 25 panel discussions featuring 80 speakers/presenters; and 33 Creative Tourism Experiences led by more than 40 artists in and around Santa Fe. Throughout, the notion of balancing authentic preservation with innovation and emphasizing "Next practices" vs. "Best practices" kept the conference's focus on what's new and possible.

<b>Part 1</b> – Santafecreativetourism.org / Making the connection .....	3
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## Part 1 – The Website / Santafecreativetourism.org / Making the connection

[HOME](#) [P-Z](#) [A-O](#) [BLOG / CALENDAR](#) [INFORMATION](#) [CONTACT](#) [NEWSLETTER](#)

[OPEN SEARCH](#)

### Beginner/Intermediate/Advanced Stoneware with Green River Pottery

An experienced teacher and full-time potter, Theo Helmstadter teaches wheel-throwing, hand-building, glaze formulation & application, and firing techniques for cone 10 reduction. Workshops are individualized and best suited to students with some experience and a specific goal in mind: want to learn to throw & assemble large pieces? Dig & process local clay? Explore new teapot designs? We'll begin with a discussion of what you'd like to learn.

**When:** Flexible, best to schedule in advance but last-minute sometimes works too

**Time:** A two-hour session is recommended

**Cost:** \$60 per hour includes materials, firing, shipping of finished work

**Phone:** 505-793-7755


**Email:** [info@greenriverpottery.com](mailto:info@greenriverpottery.com)

**Where:** Green River Pottery Gallery  
1710 Lana Street Santa Fe, NM 87505

**Website:** [www.greenriverpottery.com](http://www.greenriverpottery.com)

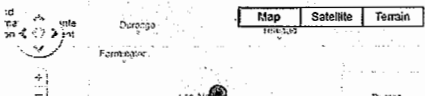
**Etsy:** [www.etsy.com/shop/TheoHelmstadter](http://www.etsy.com/shop/TheoHelmstadter)

Click Image to Enlarge



Below the main image are three smaller images showing different pottery pieces: a small cup, a teapot, and a bowl.

Location



The map includes a search bar, a compass, and a legend. The location is marked with a red pin and labeled 'Green River Pottery'.

After the 2008 Santa Fe International Conference on Creative Tourism the website [www.santafecreativetourism.org](http://www.santafecreativetourism.org), originally used for the conference, was repurposed and restructured to create direct connections with visitors and artists. Since fall 2009 [santafecreativetourism.org](http://santafecreativetourism.org) has been directly linked to \$71,384.64 dollars in workshops sales and art work sold for artists listed on the site.

Using web-based marketing and social media, with total annual funding of \$30,000, Santa Fe Creative Tourism was able to create, produce, and maintain an online venue and complimentary social network platforms. As of 7/01/2012 there are 188 artists and organizations listed. These artist listings have been increased from the original 50 on the site in October 2009. Ranging from photography, visual journaling and egg painting to glass beadmaking, encaustic painting and belly dancing, class prices vary by selection and duration, and range from \$59 - \$550. All class reservations must be booked directly with the artist.

Our advertising has taken an organic route to generating traffic to the website by use of search engine optimization, including building referral links from artist- and arts-related websites, creating desired content, and maximizing social networks to build online visibility.

With these additions to the website we have seen a dramatic increase in visitors to the site as well as workshop connections. During the 2010 - 2011 city year, \$30,593.64 in

workshop and art sales resulted from artist participation with the website. In 2011 – 2012 artist reported \$40,791 from customers found through the site (see Table 1 below for earnings breakdown by month). This total includes our inaugural month-long spring break event “DIY Santa Fe,” which took place in March 2012 (see Part 3 – Hospitality Participation).

**Table 1 – By month workshop and art sale earnings, number of individual and organizations listed on website and website traffic.**

Month	Workshop & Miscellaneous Sales	Artist Listings	Website Visits
July 2011	\$ 1,720	186	3,966
August 2011	1,820	187	3,786
September 2011	680	195	3,658
October 2011	1,020	196	3,366
November 2011	2,365	199	3,982
December 2011	2,040	201	4,033
January 2012	570	208	5,791
February 2012	2,000	176	6,620
March 2012	22,296	178	7,508
April 2012	580	181	6,829
May 2012	3,560	184	7,260
June 2012	2,140	187	7,174
<b>Totals</b>	<b>\$40,791</b>	189.83 (avg.)	63,973

**Note:** Collected information was given on a volunteer basis. “Workshop Sales and & Miscellaneous” earnings represents 35 reporting individuals and organizations listed on santafecreativetourism.org. 18.6 % reporting of the 188 currently listed on our site.



**Big Brushes, Big Paper: A Wild Ride with Watercolor at Ghost Ranch / Starts August 6, 2012**

Are you blocked by the ditsies-those always-the-same watercolors? Come explore color with BIG brushes, big paper and rich gooey pigment. A good dose of color theory, design tools, value



**Building an Affordable & Efficient Wood-Fired Kiln at Ghost Ranch / Starts August 6, 2012**

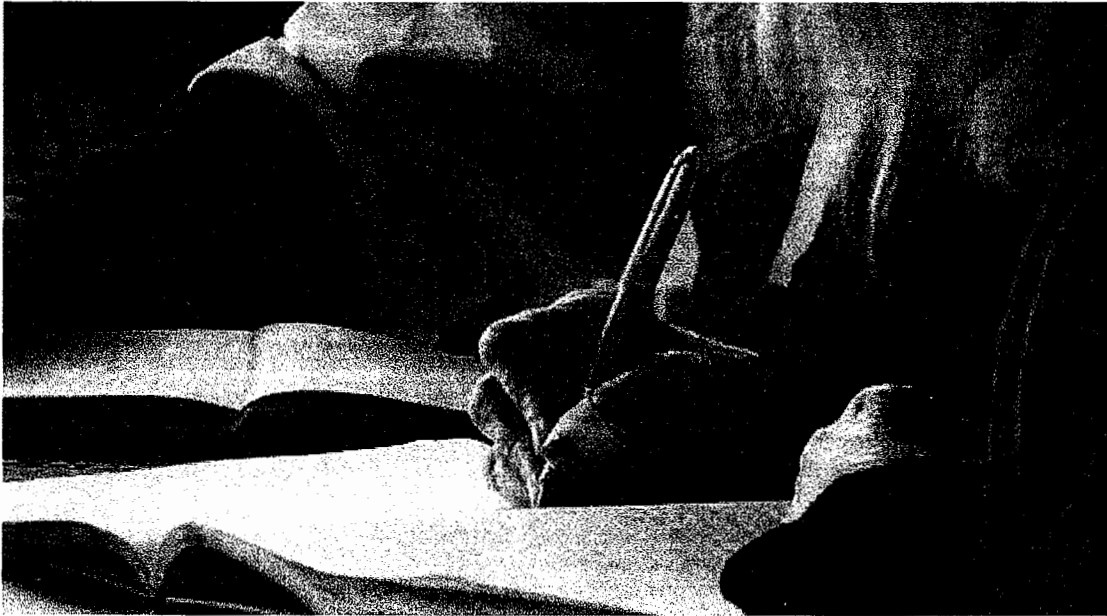
This one-time course offers participants the opportunity to build and fire a small, efficient, down-draft wood-fired kiln. After a short demo we



**Santa Fe Photo-Intensive Workshops with Don Kirby Photography**

Take your photography to the next level! Photo-Intensive workshops are tailored to the specific desires of a limited number of participants, working with Don Kirby for a day or more of

## **Part 2 – Business Class Series for Artists / Learning to make the connection**



The Santa Fe Creative Tourism Initiative includes free business development education for artists through a series of evening classes and one-on-one consultations at the Santa Fe Community Gallery. This series attracted 175 attendees for the fall 2011 & spring 2012 series. Classes included instruction on free or inexpensive online marketing tools and were presented using a combination of lectures and demonstrations. One-on-one consultation appointments were offered to artists and artisans interested in developing art workshops to be listed on the website.

### **Business Series Overview**

- Two 10 week series of classes and one-on-one consultations / fall 2011 & spring 2012
- 175 attendees

### **Curriculum presented by Brent Hanifl:**

- “Using Social Networks for Your Business”
- “Developing Content for Your Website and Blog”
- “Monitoring Your Online Presence and Search Engine Optimization”
- “Setting up Twitter, Facebook and LinkedIn”
- “Vertical Response, Constant Contact, and Mail Chimp: Creating an E-newsletter.”

**Guest Speakers:**

- The Northern New Mexico Cultural Corridor / Presenter: Alice Loy, Director of Programs for Global Center for Cultural Entrepreneurship
- Dead on the Web?™ Ignite your site! / Presenter: Hope Kiah, Santa Fe Web Design
- Santa Fe Studio Tour / Presenter: Dave and Teena Robinson, Shutter and Brush Fine Art

**Websites created by Artists and organizations during one-on-one consultation:**

- Painter Olana Carol Clarke / <http://clarkefineart.net>
- Potter Tina Davila / <http://www.tinadavilapottery.com>
- Painter Harriette Tsosie / <http://harriettetsosieart.com>
- Old Abiquiu Bed & Breakfast / <http://oldabiquiu.net>

Please see Part 6 for Business Class Evaluation Survey.



### Part 3 – Hospitality Participation



#### DIY Santa Fe Art Month – Partnership with Inn and Spa Loretto

Taking place in March 2012 DIY Santa Fe was a month-long celebration of do-it-yourself artistic expression. Artists offered 30 workshops and classes at their homes or studios throughout the month which included more than 220 available spots. DIY Santa Fe participants saved 20 percent on accommodations at the Inn. Promotions included a DIY Santa Fe giveaway of a two-night, art-inspired getaway to Santa Fe.

Participating Artists	Workshops & Art Sales	Inn and Spa Room Sales
21	\$20,763	\$1,400

Out of 21 participating artists, 5 reported that 23 guests stayed at other accommodations including hotels and bed and breakfasts.

This marketing campaign was built on a 2011 partnership with the Inn and Spa of Loretto titled “Conversations and Demonstrations by Santa Fe Artists” held in March and April. Sixteen artists participated in this series by setting up a display of their work and their tools in the lobby of the hotel. Artists provided a demonstration or presentation about their art form, followed by informal conversation with hotel guests.

This series in 2011 and DIY Santa Fe Art Month in 2012 showcased the varied talents and resources of New Mexico’s artists. During this time artists showcased current and future workshops available to visitors which allowed for genuine ongoing connections to be made with future workshop participants. “Our guests are seeking unique experiences when visiting Santa Fe. This partnership between the Creative Tourism Initiative and the Inn affords guests memories that will last a lifetime and a reason to return,” said Dana Ortega, Director of Sales and Marketing for the Inn and Spa at Loretto.

## Part 4 – International Participation / UNESCO Creative Cities Network



### Creative Tourism Webinar June 2012

This webinar continued the conversation begun in 2008. Invited participants included speakers and attendees from the 2008 Conference as well as representatives of cities and countries which currently offer creative tourism experiences. Specifically the goal was to identify best practices in creative tourism that have enhanced local economies. The focus was on what's been happening in creative tourism worldwide and what results have been produced. The conversation included:

Professor Greg Richards, Co-originator of the creative tourism concept  
Councilor Rebecca Wurzbarger, Mayor Pro Tem – City of Santa Fe  
Sabrina Pratt, Executive Director Santa Fe Arts Commission  
Caroline Couret, Cofounder and manager of the Creative Tourism Network and  
Brent Hanifl, Creative Tourism Consultant for the City of Santa Fe.



## Part 5 – Artist Survey



The City of Santa Fe's Creative Tourism Program and the Global Center for Cultural Entrepreneurship (GCCE) are working together to find ways to support artists and craftspeople, gallery owners, museums, and creative sites offering classes and experiences. This ongoing survey was created to help understand the potential for building more cultural and creative tourism experiences in our region. Eighty-eight Northern New Mexico artists have taken this survey as of 7/01/2012. Below is a summary of responses about desired business skills, marketing, and demographics of participants. The complete survey questions can be found at [surveymonkey.com/s/creativetourism](http://surveymonkey.com/s/creativetourism) and a copy of the survey data can be requested by email at [behanifl@gmail.com](mailto:behanifl@gmail.com)

The typical workshop participant is between 45 and 65 years old, is predominately female and is a repeat customer. The majority of participants come from New Mexico and outside the neighboring states of Colorado, Arizona, Utah and Texas. The top three workshop mediums offered are assemblage, mixed media, and painting with 54% of artists offering these workshops for ten years or more. The typical workshop has two to five participants with a cost between \$151 and \$300. Most classes are taught in rented facilities, homes or studios with the majority of workshops offered up to 12 times per year and vary with market demand. The vast majority of respondents use social media and websites to sell products along with galleries and festivals as income venues. The top three ways that artists advertise workshops included a personal website, word of mouth and [santafecreativetourism.org](http://santafecreativetourism.org). Artists expressed interest in business services focusing on market assistance for branding, advertising and selling classes, assistance in booking, and managing customer services and support in growing workshops as an income stream.

## **Part 6 – Business Class Evaluation Survey**

### **Questions**

1. Did you find these classes valuable for you as an artist or organization and should the City of Santa Fe Arts Commission continue to offer them?
2. Short description of what you worked on and what you accomplished with the information.

### **Responses**

Anne H. – Writer

1. Yes and absolutely. Brent is wonderful.
2. Brent evaluated our website and gave me many great suggestions. Sensing that I was overwhelmed with how much I could/should/might do, he offered great advice: One thing a day. Keep at it. I have! Thanks.

Paul B. – Photographer

1. Yes, certainly valuable, and they should continue
2. SEO and social networking

Dianna S. – Painter

1. I found the classes informative and helpful; I think they should continue.
2. I am a painter; I worked on creating web content - I have designed my website but it is still unpublished.

Jakki K. – Painter

1. Yes, I found these classes very valuable to me as an artist. The City of Santa Fe Arts Commission should definitely continue to offer them.
2. Brent gave me suggestions for places to find templates for web design. He also discussed the use of blogs and newsletters for internet marketing, all of which I found very useful.

Sandra W. – Mixed Media

1. Yes, I found them exceptional and you should continue them. Everything happens online now and artists must have that presence in order to succeed.
2. We worked on linking my blogs, FB and website and integrating video.

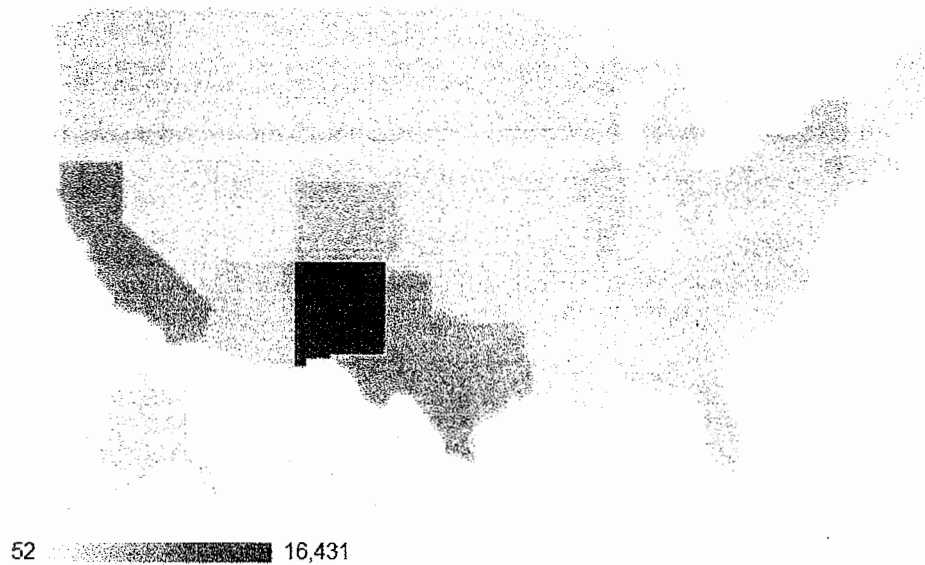
Teena R. – Encaustic Painter

1. You should definitely continue offering the classes.
2. I worked with Brent on developing my Word Press Blog. He was extremely helpful and patient, helping me understand how to maneuver through the program and offered good suggestions for working on extra pages on my site.

## Part VI - Graphs, Testimonials and Supplementary Data

**Graph 1** – Top ten states with visitors to santafecreativetourism.org during the 2011/2012 fiscal year. Visitors from all 50 states visited santafecreativetourism.org throughout the 2011/2012 fiscal year.

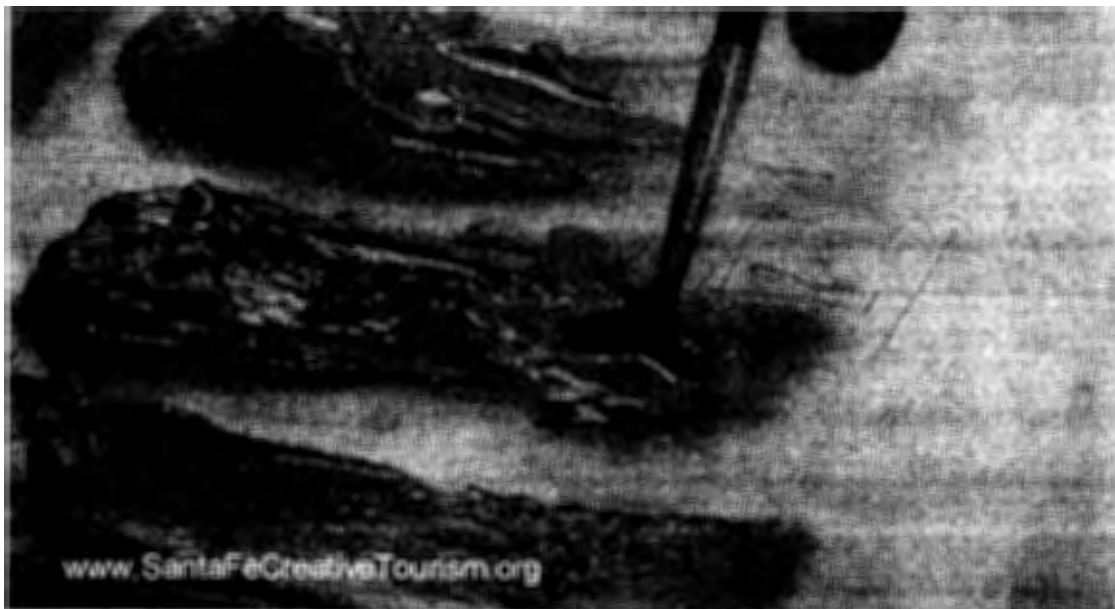
**Note:** Complete Google analytics information can be requested by email at [behanifl@gmail.com](mailto:behanifl@gmail.com)



Region	Visits	↓	Pages / Visit
1. New Mexico	16,431		3.76
2. California	5,588		2.73
3. Texas	5,053		3.55
4. Colorado	2,420		3.61
5. New York	2,211		2.80
6. Arizona	1,975		3.10
7. Florida	1,718		2.65
8. Illinois	1,394		3.14
9. Washington	1,213		3.23
10. New Jersey	1,154		2.31

**Graph 2 - Top ten countries with visitors to santafecreativetourism.org during the 2011/2012 fiscal year. Visitors from 159 countries visited santafecreativetourism.org throughout the 2011/2012 fiscal year.**

Country / Territory	Visits	↓	Pages / Visit
1. United States	52,340		3.06
2. Canada	1,898		2.71
3. United Kingdom	1,039		1.68
4. India	643		1.91
5. Australia	563		1.92
6. Thailand	357		2.21
7. Mexico	300		3.60
8. France	298		1.81
9. Germany	275		2.26
10. Spain	275		2.48



### **Social Networks**

Facebook / 5,190 friends and fans  
Twitter / 1,595 followers  
YouTube / 45 subscribers / 11, 887 video views  
Pinterest / 410 followers

### **Social publishing sites**

Scribd / 9,552 total reads / 535 followers  
Issuu / 180,650 readers / 296,451 unique page views

### **Testimonial**

He (Santa Fe Creative Tourism) has helped us improve the professionalism and reach of our internet presence. We have been shown tricks with Wordpress and social marketing platforms that we would have never known otherwise. This has quickly helped us resolve thorny technical website problems that we had been struggling with for hours on our own. Please preserve this program forever. It is a priceless economic, artistic, and community resource.

- Gary S. Santa Fe, NM

I'd like to throw my support to Santa Fe Creative Tourism. This was such a good idea and my wife and I, as artists, know for an absolute fact that interest in our workshops has increased as a direct result of your support of Santa Fe Creative Tourism. We have customers visiting for the first time and returning time and again to Santa Fe, renting lodging, eating at local restaurants, purchasing goods and adding to the local economy because we are mentioned on the Santa Fe Creative Tourism website.

- Dave R. Santa Fe, NM

Thank you so much for the free one-on-one marketing appointment we had. I greatly benefited from our time together. We covered quite a span - from tips for my website, ways to utilize your organization better, and ways to take advantage of all the current on-line opportunities for artists. In that one hour of brainstorming, it not only gave me much appreciated technical help, but also opened my mind up to new possibilities.

- Nancy R. Santa Fe, NM

I had 2 workshops during June. I have been getting calls consistently. I'm very pleased with the way the listing is working. Thanks so much for your help in getting it set up.

- Ginny Z. Santa Fe, NM

**EXCHANGES THROUGH THE UNESCO CREATIVE CITIES NETWORK**  
**October 2011 – July 2012**  
**SANTA FE, NEW MEXICO USA**

**October**

**Kanazawa Cultural Cities Conference Brief**

In October of 2011, Nicolasa Chávez, Curator of Spanish Colonial and Contemporary Latino/Hispano Collections at the Museum of International Folk Art, participated in a UNESCO Cultural Cities conference in Kanazawa, Japan titled Modernity of Crafts. The conference was held the second week of October with four invited curators/artists from several UNESCO cultural heritage cities including Shenzhen, China, Icheon, Korea, Kanazawa, Japan and Santa Fe, New Mexico, United States. Ms. Chávez observed that Santa Fe, in comparison to the other participating cities, still appeared to be focused more on preserving traditional artistic styles. Both Shenzhen and Icheon seemed to be moving more towards contemporary expression and modern pop cultural trends, or hand made/ready made objects. Kanazawa, while maintaining traditional buildings, architecture, ceramics and other art forms, was also experiencing a boom of young contemporary artists who were using traditional methods and techniques to create entirely new works in the contemporary/international genre.

**November**

Santa Fe sent the work of several artists for the exhibit held concurrent with the UCCN meeting in Seoul.

Mayor David Coss and Mayor Pro Tem Rebecca Wurzbarger visited Icheon after the Seoul meeting.

**April**

The city of Icheon hosted Santa Fe artists Heidi Loewen and Rose Simpson at a major ceramics festival. Ms. Loewen and Ms. Simpson enjoyed demonstrating their ceramics techniques for the public and learning about ceramics traditions in Icheon.

**July**

Santa Fe is hosting a delegation of 17 people from Icheon led by their mayor. Their visit will include seeing educational institutions, artist studios and galleries involved in the ceramics field and the International Folk Art Market. Mr. Han, one of Icheon's master artists, will participate in the Market and have an exhibit at Gebert Contemporary.

**TO BE SCHEDULED** Kanazawa artist's visit to be scheduled for November 2012.

**CREATIVE TOURISM**

Santa Fe's Creative Tourism Initiative continues to educate artists and assist them with marketing workshops to tourists.

A webinar, titled *Creative Tourism: Continuing the Global Conversation*, was held on June 28, 2012. This gave the opportunity for people from around the world to learn about developments in the field of creative tourism.

*Exhibit "4"*

## Icheon Delegates

No.	Name	Position	Sex
1	Cho Byungdon	Mayor	Male
2	Lee Chunghee	Wife of Mayor	Female
3	Kim Inyoung	Chief of Councilor	Male
4	Kuk Misun	Wife of Councilor	Female
5	Gim Miog	Coordinator for UCCN(Staff of Vision Project Team)	Female
6	Nam Haewon	Staff of Culture&Tourism Team	Male
7	Lee Taehee	President of N-media	Male
8	Lee Daeyoung	Head of Icheon Ceramics Cooperative	Male
9	Cha Jeongja	Staff of Ceramic Team	Female
10	Han Youngsoon	Principal of Hankook Ceramic Art Highschool	Female
11	Lee Sangwook	Businessman	Male
12	Kim Sunwoo	Head of Korean Fine Arts Association(Icheon Branch)	Male
13	Han Dohyun	President of Hansugbong Porcelain	Male
14	Kim Sunhee	Wife of Mr. Han	Female
15	Lee Ilwoo	Head of Private Supporters for Mr. Han	Male
16	Lee Jinsup	Coordinator for UCCN(Staff of Vision Project Team)	Male
17	Cho Myungho	Director, Icheon Cultural Center	Male

Event Coordinator  
Dawn Hoffman  
24-Hour Emergency Contact  
(505) 699-5335

**Icheon, S. Korea Delegation**  
**Santa Fe Itinerary**  
**July 2012**

***Wednesday, July 11<sup>th</sup>***

1:35pm Airport Pick-up-transfer to hotels  
5:00pm Attend City Council Meeting  
Location: City Hall, 200 Lincoln Avenue  
6:15pm Dinner hosted by Heidi Loewen  
8:15pm Transport back to hotels

***Thursday, July 12<sup>th</sup>***

8:30am Pick up @ Holiday Inn, then Sage Inn  
9:00am City Tour-Educational Institutions, Ceramics Studios & Galleries  
Starting Location: Community Gallery-Santa Fe Convention Center  
201 W. Marcy Street Itinerary attached  
1:15pm Lunch @ Gabriel's Hosted by city of Icheon  
5:00pm ART Santa Fe Contemporary Art Show Opening  
Location: Santa Fe Convention Center, 201 W. Marcy St.  
7:00pm Attend Folk Art Market Artists Procession at the Railyard  
8:15pm Dinner @ the Cowgirl Hall of Fame

***Friday, July 13<sup>th</sup>***

9:00am Pick up @ Holiday Inn, then Sage Inn  
9:30am Walking Tour of Downtown Santa Fe  
Starting Location: La Fonda Hotel, 100 E. San Francisco St.  
Tour Guide: Jerry Rightman  
12:00noon Luncheon hosted by Mayor Coss, Mayor Pro Tem Wurzbarger  
Location: La Fonda Hotel, Rooftop Terrace  
2:00pm Signing of Memorandum of Agreement  
Location: Santa Fe Convention Center, Milagro/Kearney Room  
3:00pm Georgia O'Keeffe Museum Tour  
3:30-5:30pm Free Time to explore the Plaza, New Mexico History Museum and  
Museum of Fine Art  
5:30pm Meet @ La Fonda Hotel for transport to Museum Hill  
6:30-8:30pm International Folk Art Market Opening Party

***Saturday, July 14<sup>th</sup>***

9:15am Pick up @ Holiday Inn, Sage Inn and La Fonda Hotel  
10:00am Brunch @ The Folk Art Market  
11:00am International Folk Art Museum Tour  
12:15pm Museum of Indian Arts and Culture Tour  
1:00-3:00pm Free Time to explore Museum Hill and the Folk Art Market  
3:00pm Transport to Canyon Road-meeting place TBD  
3:00-5:00pm Tour Canyon Road  
5:00-7:30pm Farewell Dinner hosted by Mayor Coss, Mayor Pro Tem Wurzbarger  
and Mill Fine Art Location: Mill Fine Art, 530 Canyon Road

***Sunday, July 15<sup>th</sup>***

4:00am Depart Santa Fe for Albuquerque airport  
Pick up times to be announced



**Ceramics in Santa Fe Tour ~ July 12, 2012**  
**9:00 a.m. to 5:00 p.m.**

**Led by Rod Lambert, City of Santa Fe Arts Commission**  
**Community Gallery Manager**

8:30 am Pick up @ Holiday Inn  
Coffee and Introductions at Community Gallery

9:15 am  
Green River Pottery  
Theo Helmstadter  
795.7755  
(leave by 10:15)

10:30 am  
Santa Fe Clay  
Avra Leodas  
984.1122  
(leave 11:15 am)

12:00 pm  
Tower Gallery  
Julia  
505.455.3037  
and Poeh Arts Center  
Vernon  
505.455.1110  
(leave 1:00 pm)

1:15 pm  
Lunch at Gabriels

2:45 pm  
Santa Fe Community College Facility  
Elizabeth Hunt  
505.514.5635  
(leave 3:45 pm)

4:00 pm  
Touching Stone  
539 Old Santa Fe Trail  
Tim  
988.8072  
(leave 4:45)

Exhibit "5"

City Departments		FY 12/13		FY 13/14 (Phase 2)		FY 14/15		FY 15/16		4-Year Total	
	# added	Total Cost	# added	Total Cost	# added	Total Cost	# added	Total Cost	#	Total Cost*	
Police											
Staff - Patrol Staff + (Support Staff)			9 + (2)	\$781,000	6+(2)	\$520,000	6+(2)	\$520,000	21 + (6)	\$1,821,000	
Equipment - Cars (Uniforms & Vests)			9	\$405,000	6	\$270,000	6	\$270,000	21	\$945,000	
Gas / Car Maintenance			9	\$135,000	6	\$90,000	6	\$90,000	21	\$315,000	
4 Civilians / 4 Public Safety Aides	8	\$550,000	0	\$0	0	\$0	0	\$0	8	\$550,000	
Fire											
Staff - Firefighters + (Other Staff)	8	\$520,520	11	\$715,715	8	\$520,520	0	\$0	27	\$1,756,755	
Equipment Fire Engines (Other Equip)	1 Ambulance	\$148,000	1 Fire Eng / 1 tanker	\$528,000	0	\$0	0	\$0	3	\$776,000	
Promotions	3 Paramedics	\$26,789	0	\$0	3 Capt / 3 Eng.	\$21,780	0	\$0	9	\$48,549	
Other (Uniforms)	8	\$48,000	11	\$66,000	8	\$48,000	0	\$0	27	\$162,000	
New Fire Station			Design	\$50,000	1	\$2,500,000	0	\$0	1	\$2,560,000	
Public Works / Parks											
Staff - Roads & Parks			1 Perm / 2 Temp	\$98,592	2 Perm	\$75,712	0	\$0	3 Perm + 2 Temp	\$174,304	
Annual Maintenance Materials				\$283,000		\$0		\$0	0	\$283,000	
Truck / Snow Plow / Aerial Crane			2 Trucks / Crane	\$289,000	1 Truck	\$65,000	0	\$0	3 Trucks + 1 Crane	\$354,000	
Land Use											
Staff - Code Enforcement Specialists @			1	\$60,000	0	\$0	0	\$0	1	\$60,000	
Equipment - Small Truck			1	\$20,000	0	\$0	0	\$0	1	\$20,000	
GENERAL FUND ANNEX COSTS											
	12/13 Total	\$1,293,289	13/14 Total	\$3,541,307	14/15 Total	\$4,111,012	15/16 Total	\$880,000		\$9,825,608	
One-Time Capital Costs		\$196,000		\$1,468,000		\$2,883,000		\$270,000		\$4,817,000	
Recurring Capital Outlay Revenue		\$0		\$216,000		\$0		\$0		\$216,000	
Capital Costs - Capital Outlay Rev. Gap		-\$196,000		-1,252,000		-\$2,883,000		-\$270,000		-\$4,601,000	
New Recurring Operating Costs		\$1,097,289		\$2,073,307		\$1,228,012		\$610,000		\$5,008,608	
New Recurring Operating Revenue		\$0		\$1,700,000		\$0		\$0		\$1,700,000	
Operating Costs - Operating Rev. Gap		-\$1,097,289		-\$373,307		-\$1,228,012		-\$610,000		-\$3,308,608	
Solid Waste											
Staff - Operators / Maint. Worker @			4	\$145,600	0	\$0	0	\$0	4	\$145,600	
Equipment											
Residential Side Load Auto	1	\$230,000			0	\$0	0	\$0	1	\$230,000	
Residential Recycling Truck	1	\$150,000			0	\$0	0	\$0	1	\$150,000	
Front Load Collection Unit	1	\$240,000			0	\$0	0	\$0	1	\$240,000	
Front Load Dumpsters			240	\$180,000	24	\$18,000	24	\$18,000	288	\$216,000	
Res. Refusecarts / other carts / bins			5500 / 13,440	\$372,000	550 / 1,070	\$15,450	550 / 1070	\$15,450	6600 / 15,560	\$402,900	
Landfill / Tipping Fees @				\$486,000		\$486,000		\$486,000		\$1,456,000	
S.W./ Env. Serv. Enterprise Fund	12/13 Total	\$520,000	13/14 Total	\$1,183,600	14/15 Total	\$486,000	15/16 Total	\$519,450		\$2,842,500	

# 4-YEAR BUDGET FOR PHASE 3 ANNEXATION

City Departments	FY 12/13		FY 13/14 (Phase 2)		FY 14/15		FY 15/16		4-Year Total	
	# added	Total Cost	# added	Total Cost	# added	Total Cost	# added	Total Cost	#	Total Cost*
Police										
Staff - Patrol Staff + (Support Staff)							6+(2)	\$520,000	8	\$520,000
Equipment - Cars (Uniforms & Vests)							6	\$270,000	6	\$270,000
Gas / Car Maintenance							6	\$90,000	6	\$90,000
4 Civilians / 4 Public Safety Aides							0	\$0	0	\$0
Fire										
Staff - Firefighters + (Other Staff)					3 Foreman/2 Wild FF 2 crew carriers	\$387,971 \$275,404	13 Sees, Wildland	\$500,000	18	\$887,971
Equipment Fire Engines (Other Equip)							0	\$0	2	\$275,404
Promotions							0	\$0	0	\$0
Other (Uniforms)							13	\$78,000	13	\$78,000
New Fire Station							0	\$0	0	\$0
Public Works / Parks										
Staff - Roads & Parks							2 Perm	\$130,000	2 Perm	\$130,000
Annual Maintenance Materials								\$280,000	0	\$280,000
Truck / Snow Plow / Aerial Crane							2 Trucks / Plow	\$315,000	2 Trucks + 1 Plow	\$315,000
Land Use										
Staff - Code Enforcement Specialists @							1	\$60,000	1	\$60,000
Equipment - Small Truck							1	\$20,000	1	\$20,000
GENERAL FUND ANNEX COSTS							15/16 Total	\$2,263,000		\$2,263,000
One-Time Capital Costs								\$275,404		\$275,404
Recurring Capital Outlay Revenue								\$0		\$0
Capital Costs - Capital Outlay Rev. Gap								-\$275,404		-\$275,404
New Recurring Operating Costs								\$387,971		\$387,971
New Recurring Operating Revenue								\$0		\$0
Operating Costs - Operating Rev. Gap								\$387,971		\$387,971
Solid Waste										
Staff - Operators / Maint. Worker @							0	\$0	0	\$0
Equipment										
Residential Side Load Auto							0	\$0	0	\$0
Residential Recycling Truck							0	\$0	0	\$0
Front Load Collection Unit							0	\$0	0	\$0
Front Load Dumpsters							40	\$37,500	40	\$37,500
Res. Refusecarts / other carts / bins							600 / 1200	\$36,000	600 / 1200	\$36,000
Landfill / Tipping Fees @										\$0
S.W./ Env. Serv. Enterprise Fund										\$0
12/13 Total		\$0	13/14 Total	\$0	14/15 Total	\$0	15/16 Total	\$73,500		\$73,500



# City of Santa Fe Fire Department

## Annexation 2012

*Exhibit "6"*

# Background

- The City of Santa Fe Fire Department ran 13,806 calls for service in 2011
- The Department's call volume has doubled over the last ten years – with a current increase of 10% year (recurring) or 3.5 additional calls everyday
- Agua Fria County Fire Department (phase 2 district) responded to 1034 calls in 2011
- Annexation will add 15.4 square miles to the City of Santa Fe and increase it's population by 16,297 residence.
  - (33% increase in land mass)
  - (24% increase in population)
- A new fire station is needed, with or without, annexation to keep up with our increasing call volume

# SFFD Structure Fire Response

- The City's current response apparatus:

- 6 Ambulances
- 5 Fire Engines
- 1 Rescue
- 2 Battalion Chiefs

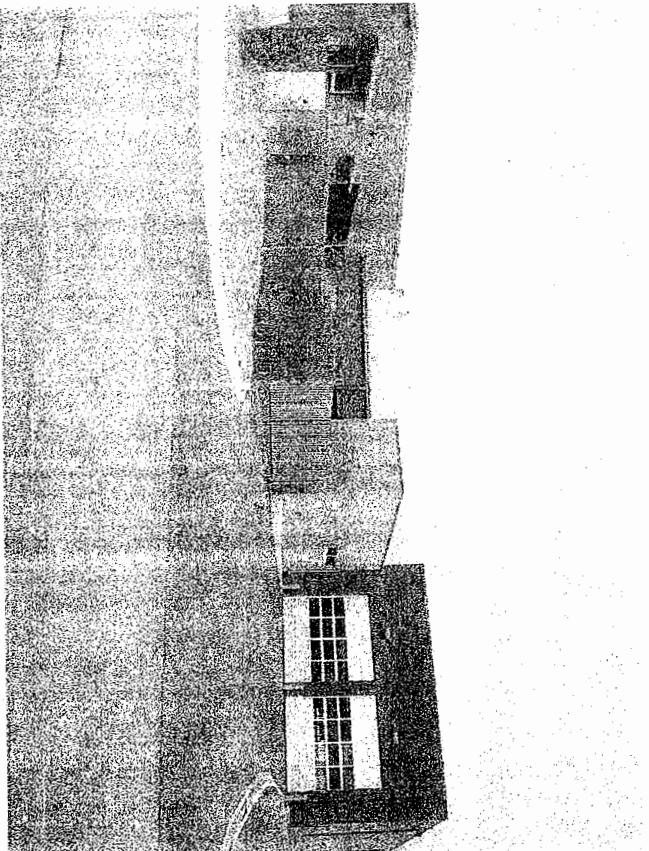
- A structure fire response:

- 3 Fire Engines (9 personnel)
- 2 Ambulances (4 personnel)
- 1 Rescue (3 personnel)
- 1 Battalion Chief (1 person)
- 1 Training Captain/Safety Officer (1 person)

---

Total 8 vehicles and 18 personnel

# Location, Location, Location



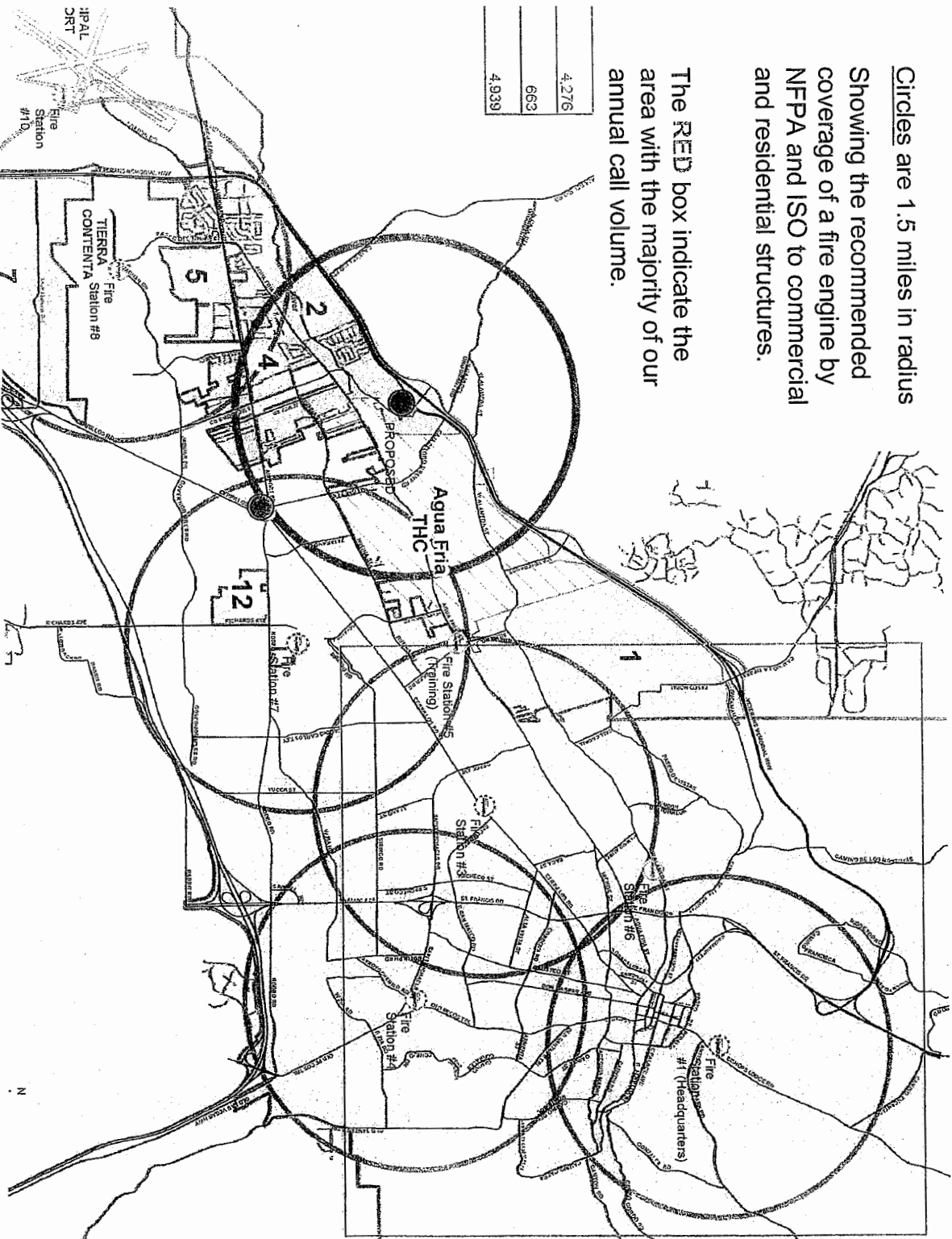
- The proposed new Fire Station#11 would be ideally located in the area of Highway 599 and the intersection of South Meadows Avenue
- This location will border 4 of the 5 existing fire protection districts in the City.
- Two of those Fire Districts run 50% of the departments total annual call volume.
- This will help the Department maintain a targeted 4 minute on-scene time to emergencies when those units are occupied on other incidents
- Using Station 9 would minimize the effectiveness of the resources and only boarder two Fire Districts that run less than 30% of the City's total volume.

# Fire Station #11 Location

Circles are 1.5 miles in radius  
Showing the recommended  
coverage of a fire engine by  
NFPA and ISO to commercial  
and residential structures.

The RED box indicate the  
area with the majority of our  
annual call volume.

4,276
663
4,939







**Pinkus Day, Thursday, November 10, 2020 3:30 AM**  
**ADULT 18652 City of Seattle 10**  
 1300 Luckie Ave  
 Seattle, WA 98101  
 SNAI 50 821-4000-4200  
 552-0000  
 Piquado By iGASITUS.COM  
 F4K\_SnailCafe@iGASITUS.COM  
 Contracting system  
 NAD 1903 SnailCafe.com 18652 City of Seattle PPS 3001 Feed  
 1903 SnailCafe.com 18652 City of Seattle PPS 3001 Feed

**Disclaimer:** This information is for reference only. The City of Seattle PPS reserves the ability to amend advertisement with the item of the data. Users are solely responsible for confirming the data accuracy when necessary, maintain purchase only.

4	5	6
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# Financial Estimate-Phase 2

The total estimated cost for the construction, equipment and personnel

■ New Station Construction	\$2,509,596.00
■ New Fire Engine	\$ 450,000.00
■ New ALS Ambulance	\$ 148,000.00
■ New Water Tender	\$ 178,000.00

■ Fire Academy for 27 personnel	\$ 125,538.00
■ Personal Protective Equipment for 27 personnel	\$ 168,000.00

## One-Time sub-Total

**\$3,579,134.00**

■ Operating Personnel for the Station	
□ 3 Captains	\$ 278,895.00 (annually)
□ 3 Engineers	\$ 233,517.00 (annually)
□ 3 Paramedics	\$ 248,688.00 (annually)
□ 18 Firefighters	\$1,171,170.00 (annually)

## Recurring sub-Total

**\$1,932,270.00**

## Total Estimated Cost:

**\$5,511,404.00\***

# Financial Estimate-Phase 3

The total estimated cost for the construction, equipment and personnel

■ Fire Station 1 Remodel	\$1,500,000.00
■ 2 Crew Carrier	\$ 275,404.00
■ 1 UTV	\$ 11,000.00
■ 4 Mobile Bendix King Radio	\$ 9,972.00
■ Personal Protective Equipment	\$ 81,705.00

## One-Time sub-Total

**\$1,878,081.00**

■ Operating Personnel for the Station	
■ 1 WUI Officer	\$ 127,393.00 (annually)
■ 3 Crew Foreman	\$ 253,767.00 (annually)
■ 2 Senior Wildland Firefighters	\$ 134,204.00 (annually)
■ 13 Wildland Firefighters	\$ 499,902.00 (annually)

## Recurring sub-Total

**\$1,015,266.00**

## Total Estimated Cost:

**\$2,893,347.00\***

# Phasing Proposal for Annexation-

## Phase 2

### Option 1-Endorsed by SF County Fire and IAFF Local 2059

#### FY 2012-2013-\$695,289.00-COMPLETED

- Hire 8 additional Firefighters for July 2012 Fire Academy
- Purchase 1 ambulance
- July 2012 - Staff an additional ambulance out of Fire Station 7 as staffing permits
- March 2013 - Staff an additional full time ambulance out of Fire Station 7

#### FY 2013-2014-\$1,964,235.00

- Hire 19 additional Firefighters for July 2013 Fire Academy-\$1,236,235.00
- Purchase an additional fire engine-\$450,000.00
- Purchase an additional tanker truck-\$178,000.00
- January 2014-Assume full coverage of Phase 2 from the Agua Fria Vol. Fire Station
- Relocate the 2nd Station 7 ambulance
- Staff a 2 man Engine with 1 Captain and 1 Engineer
- Staff a 2 man tanker truck out of Station 10 with 1 Engineer and 1 Firefighter
- Design Fire Station 11-\$60,000.00
- Purchase 2 Crew Carrier \$275,404.00
- Hire 3 Crew Foreman \$253,767.00
- Hire 2 Senior Wildland Firefighters \$134,204.00

#### FY 2014-2015

- Staff the 2nd full time tanker truck
- Construct new Fire Station 11-\$2,500,000.00
- Hire 13 seasonal Wildland Firefighters \$499,902.00

#### FY 2015-2016

- Move into Fire Station

# City of Santa Fe, New Mexico

## memo

**DATE:** July 9, 2012

**TO:** Governing Body

**VIA:** Isaac J. Pino by Ivie Vigil  
Isaac J. Pino, P.E., Public Works Department Director

Martin Lujan by Ivie Vigil  
Martin Lujan, Interim Recreation Division Director

**FROM:** Ivie Vigil, Administrative Manager, Recreation Division *IV*

**ISSUE:** Amendment #4 -- Chavez Security Inc.  
Security Services at Genoveva Chavez Community Center

**Summary:**

This item is before the Governing body because Genoveva Chavez Community Center (GCCC) staff inadvertently failed to bring this through committee prior to the end of the fiscal year. It is essential that security services at GCCC remain in place to protect the facility and its patrons. This is Amendment #4, under Article 6, Option to Renew to extend the Professional Service Agreement 09-0827 for an additional year. This will be the final year of the Renewal Option. The date of this Amendment shall be retroactive to June 30, 2012 due to negotiation with contractor regarding extension of contract.

Chavez Security Inc. has been providing the security services at the Genoveva Chavez Community Center (GCCC). We have maintained an excellent working relationship with the company and request to continue for another year. The scope and compensation of the amendment will not change from the last year. Work hours would be subject to change upon change of operational hours of the facility and/or for special events as necessary.

The scope includes trained, unarmed, uniformed security officers to provide security services at the GCCC.

*Exhibit "7"*

The annual compensation will remain \$59,914.00 which is funded from account number 52702.510300.

The change is noted within the term and effective date of the contract ARTICLE 6. We are requesting to renew effective July 1, 2012 and expire on June 30, 2013.

**ACTION:**

Your approval of this amendment is requested.

**CITY OF SANTA FE  
AMENDMENT No. 4 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 26, 2009 (the "Agreement"), between the City of Santa Fe (the "City") and Chavez Security Inc. (the "Contractor"). The date of this Amendment shall be retroactive to June 30, 2012.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide security services to the City.

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty-nine thousand nine hundred fourteen dollars (\$59,914.00), so that Article 3, paragraph A, reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred thirty-nine thousand six hundred fifty six dollars (\$239,656.00), plus applicable gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:



This Agreement shall terminate on June 30, 2012, unless terminated pursuant to Paragraph 67, infra.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

\_\_\_\_\_  
DAVID COSS, MAYOR

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

ATTEST:

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

CONTRACTOR:  
CHAVEZ SECURITY INC.

By: \_\_\_\_\_  
(Name & Title)

APPROVED AS TO FORM:

*Judith Amora for*  
\_\_\_\_\_  
GENO AMORA, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
DR. MELVILLE L. MORGAN,  
FINANCE DIRECTOR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/18/2011

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

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

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agcy PO Box 66571 Houston TX 77266		<b>CONTACT NAME:</b> Janie Lopez <b>PHONE (A/C No. Ext):</b> (713) 521-9251 <b>FAX (A/C No):</b> (713) 521-0125 <b>E-MAIL ADDRESS:</b> jlopez@eldoradoinsurance.com															
<b>INSURED</b> Chavez Security, Inc. 1925 Aspen Dr., Suite 703 Santa Fe NM 87505		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: First Mercury Insurance Co.</td><td>10657</td></tr><tr><td>INSURER B: United Financial Casualty</td><td>11770</td></tr><tr><td>INSURER C: New Hampshire Insurance Co.</td><td>13080</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: First Mercury Insurance Co.	10657	INSURER B: United Financial Casualty	11770	INSURER C: New Hampshire Insurance Co.	13080	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**

CERTIFICATE NUMBER: Certificate

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			FMMI008088-7	8/12/2011	9/11/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 10,000				
	<input checked="" type="checkbox"/> Errors & Omissions		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY			03739823-5	10/28/2011	10/28/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC004334077	9/11/2011	9/11/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./RBION



# City of Santa Fe, New Mexico

## BUSINESS LICENSE

City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

Official Document  
Please Post

Business Name: CHAVEZ SECURITY INC

Location: 1925 ASPEN DR 600 A

Class: BUSINESS REGISTRATION - STANDARD

Comment: SECURITY SERVICES

Control Number: 0044319

License Number: 12-00094401

Issue Date February 07, 2012

Expiration Date December 31, 2012

CHAVEZ SECURITY INC  
1925 ASPEN DR 600 A

SANTA FE NM 87505



# City of Santa Fe

## Summary of Contracts, Agreements, & Amendments

### Section to be completed by department for each contract or contract amendment

- |   |                          |                          |                             |                          |
|---|--------------------------|--------------------------|-----------------------------|--------------------------|
| 1 | FOR: ORIGINAL CONTRACT   | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input type="checkbox"/> |
|   | MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/> |
|   | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
|   | MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/> |
|   | GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/> |

2 Name of Contractor Chavez Security Inc. (CSI)

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$59,914.00

Termination Date: June 30, 2010

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

Contract is for: Option to renew - last year to renew. Original contract 09-0827 option to renew for additional 3 years.

Amendment # 4 to the Original Contract# 09-0827

Increase/(Decrease) Amount \$ 59,914.00

Extend Termination Date to: June 30, 2012

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

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

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 59,914.00 of original Contract# 09-0827 Termination Date: 06/30/2010

Reason: establish security contract for GCCC hours of operation

Amount \$ 0.00 amendment # 1 - 10-0864 Termination Date: 06/30/2011

Reason: continue services for FY10-11 - extend termination date

Amount \$ 59,914.00 amendment # 2 - 10-0794 Termination Date: \_\_\_\_\_

Reason: increase amount of P.O. to cover extended one year of service

Amount \$ 59,914.00 amendment # 3 - 11-0437 Termination Date: 06/30/2012

Reason: increase amount of P.O. to cover extended one year of service and extend termination date

Total of Original Contract plus all amendments: \$ 239,656



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

- 5 **Procurement Method of Original Contract:** (complete one of the lines)
- RFP ☐ RFQ ☐ Sole Source ☐ Other ☐
- 6 **Procurement History:** 4th year of a 4 year contract  
example: (First year of 4 year contract)
- 7 **Funding Source:** 52702 **BU/Line Item:** 510300
- 8 **Any out-of-the ordinary or unusual issues or concerns:**  
(Memo may be attached to explain detail.)
- 9 **Staff Contact who completed this form:** Liza Suzanne Phone # x 4084  
**Division Contract Administrator:** Liza Suzanne  
**Division Director:** Martin Lujan  
**Department Director:** Isaac Pino
- 10 **Certificate of Insurance attached.** (if original Contract) ☐
- 11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** \_\_\_\_\_
- 12 **Prior year's contract amount?:** \$59,914
- 13 **Describe service impact from an ongoing commitment to the contractor:** Provide safe and secure environment for patrons and staff
- 14 **Why staff cannot perform the work?:** No, staff not able to perform duties not certified safety officers
- 15 **If extending contract, why?:** \_\_\_\_\_
- 16 **Was a Santa Fe company awarded contract? If not, why?:** yes
- 17 **Has the contract has been approved as to form by City Attorney's Office?:** \_\_\_\_\_
- 18 **Is this for City Manager or Council approval?:** City Manager

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

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

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Chavez Security, Inc. the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Assign trained, unarmed, uniformed security officers to provide security services at the Genoveva Chavez Community Center (GCCC).

B. Work hours shall consist of the following hours:

- Monday 3:30 p.m. to 10:15 p.m.
- Tuesday 3:30 p.m. to 10:15 p.m.
- Wednesday 3:30 p.m. to 10:15 p.m.
- Thursday 3:30 p.m. to 10:15 p.m.
- Friday 3:30 p.m. to 8:15 p.m. from March 1<sup>st</sup> through October 31<sup>st</sup>
- Friday 3:30 p.m. to 10:00 p.m. from November 1<sup>st</sup> to February 28<sup>th</sup>
- Saturday 10:00 a.m. to 8:15 p.m.
- Sunday 1:00 p.m. to 6:15 p.m. from May 1<sup>st</sup> through December 31<sup>st</sup>.
- Sunday 9:00 a.m. to 6:15 p.m. from January 1<sup>st</sup> through April 30<sup>th</sup>

Hours are subject to change upon City notifying Contractor five (5) days prior to any changes in hours.

C. Willing and able to work non-traditional hours when required in the event of a natural emergency to assist with crowd flow, control and safety issues.

D. Willing and able to work non-traditional hours to cover special events i.e. triathlon, swim meets, school events.

E. Provide written reports on all activity and, when necessary, follow incidents to their conclusion, including court appearances; shall cooperate with and assist law enforcement and fire safety agencies in connections with crimes committed or emergencies that occur at the GCCC. In the event of an emergency, the officers shall maintain the scene of a crime to protect possible evidence in accordance with established procedures until such time as law enforcement officials arrive at the scene; shall notify the City of Santa Fe Police Dispatch unit and the Facility Operations Manager, or designee, of the need for police, fire or other medical assistance.

F. Work the locations designated by the Facility Operations Manager or his/her designee as follows:

- (1) Patrol both the patron and employee parking lots.
- (2) Patrol the entire exterior of the facility.
- (3) Patrol the applicable bathrooms and locker rooms on a timely basis
- (4) Patrol all other spaces inside the GCCC.

G. Assist the evening Building Supervisor in verifying that all patrons have exited the facility.

H. Ensure all GCCC staff are safely escorted to their respective vehicles at the end of the night.

I. Check all outside doors, secure the access gates and report findings to the Building Supervisor.

J. Provide assistance with all security and/or safety related situations inclusive of confronting suspicious activity without altercation and detaining persons observed to be affecting the safety of other or the GCCC.

K. Ensure that in the event of an emergency, all traffic is kept out of the facility as directed by the Facility Operation Manager or his/her designee.

L. Take direction from the Facility Operations Manager or his/her designee.

M. Meet monthly with the Facility Operations Manager and others to communicate security concerns or issues related to the facility.

## 2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.



3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fifty nine thousand nine hundred fourteen dollars (\$59,914), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of twenty two dollars and 60 cents (\$22.60) per hour.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2010, unless sooner pursuant to Article 6 below.

6. OPTION TO RENEW

Contractor is granted, upon a satisfactory performance to renew this Agreement for an additional period of three years. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

7. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered

and expenses incurred through the date Contractor receives notice of such termination.

8. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

10. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

11. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

12. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

### 13. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this

section as a condition prior to performing services under this Agreement.

14. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No

person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

17. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality,



and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:

Genoveva Chavez Community Center  
P. O. Box 909  
3221 Rodeo Road  
Santa Fe, NM 87505

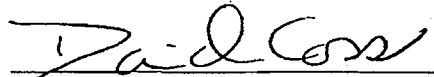
Contractor:

Chavez Security, Inc.  
1925 Aspen Drive, Suite 703  
Santa Fe, N.M. 87505

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

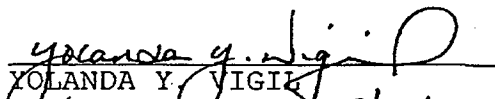
IN WITNESS WHEREOF, the parties have executed this Agreement on  
the date set forth below.

CITY OF SANTA FE:

  
DAVID COSS, MAYOR

DATE: 8/27/09

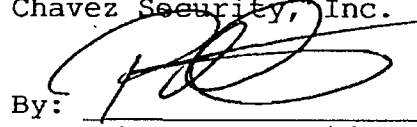
ATTEST:

  
YOLANDA Y. VIGIL  
CITY CLERK ccm 8/26/09

APPROVED AS TO FORM:

  
FRANK D. KATZ, CITY ATTORNEY

CONTRACTOR:  
Chavez Security, Inc.

By:   
Peso Chavez, President

CRS # 02234197008  
City of Santa Fe Business  
Registration #09-00094401

APPROVED:

  
DAVID N. MILLICAN, DIRECTOR  
FINANCE DEPARTMENT

52702/510300  
BUSINESS UNIT/LINE ITEM

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 9/24/2008
PRODUCER (713)521-9251 FAX: (713)521-0125 El Dorado Insurance Agency 2515 North Blvd. PO Box 66571 Houston TX 77266		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Chavez Security, Inc. 1925 Aspen Dr., Suite 703 Santa Fe NM 87505		INSURERS AFFORDING COVERAGE INSURER A: First Mercury Insurance INSURER B: Progressive Northwestern INSURER C: American Home Assurance INSURER D: INSURER E:
		NAIC # 42919

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	FMMI008088-4	8/12/2008	8/12/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (ANY ONE PERSON) \$ 5,000
		<input checked="" type="checkbox"/> Errors and Omissions				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ Included
B		AUTOMOBILE LIABILITY	03739823-1	10/25/2007	10/25/2008	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3074535	9/11/2008	9/11/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

(505) 988-1663

City of Santa Fe  
 200 Lincoln Avenue  
 Santa, NM 87501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 26, 2009 (the "Agreement"), between the City of Santa Fe (the "City") and Chavez Security, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide security services to the City.

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2011, unless terminated sooner pursuant to Article 7, infra.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

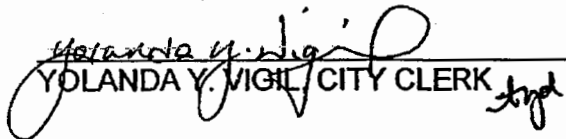
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By:   
ROBERT ROMERO, CITY MANAGER

Date: 7.20.10

ATTEST:

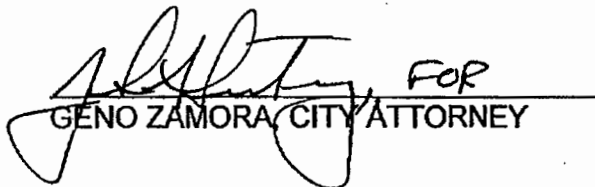
  
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:  
CHAVEZ SECURITY, INC.

  
NAME & TITLE

Date: 7/25/10

APPROVED AS TO FORM:

 FOR  
GENO ZAMORA, CITY ATTORNEY

CRS #02234197008

City of Santa Fe Business

Registration # 10-00049901

APPROVED:

  
KATHRYN RAVELING, FINANCE DIRECTOR

Business Unit/Line Item



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/26/2010

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

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

PRODUCER <b>El Dorado Insurance Agency</b> 3673 Westcenter PO Box 66571 Houston TX 77266	CONTACT NAME <b>Lisa Carrizales</b> PHONE (713) 521-9251 FAX (713) 521-9225 E-MAIL <b>lcarrizales@eldoradoinsurance.com</b> ADDRESS PRODUCER ID # <b>00003992</b> CUSTOMER ID #
INSURED <b>Chavez Security, Inc.</b> 1925 Aspen Dr. Suite 703 Santa Fe NM 87505	INSURER(S) AFFORDING COVERAGE INSURER A: <b>First Mercury Insurance Co.</b> NAIC # <b>10657</b> INSURER B: <b>United Financial Casualty</b> <b>11770</b> INSURER C: <b>American Home Assurance Co</b> INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER-Certificate (08/10)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBN INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		EM11008088-6	9/12/2010	9/12/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		03739823-3	10/27/2009	10/27/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 50,000 Medical payments \$ 10,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC005709137	9/11/2009	9/11/2010	<input checked="" type="checkbox"/> WIG STATU TORY LIMITS <input checked="" type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

(505) 988-1663

City of Santa Fe  
200 Lincoln Avenue  
Santa, NM 87501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./DR22

ACORD 25 (2009/09)  
INS025 (2009/09)

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# City of Santa Fe, New Mexico

## memo

DATE: July 13, 2010

TO: Robert Romero, City Manager

FROM:   
Liza Suzanne, GCCC Recreation Complex Manager

VIA:   
Isaac Pino, PDW Department Director

RE: Requesting to amend Chavez Security Inc. contract

### SUMMARY:

Chavez Security has been providing the security services at the Genoveva Chavez Community Center (GCCC) for the past five years. We have maintained an excellent working relationship with the company and request to continue for another year. The scope and compensation of the amendment will not change from last two years. Work hours would be subject to change upon change of operational hours of the facility and/or for special events as necessary.

The scope includes trained, unarmed, uniformed security officers to provide security services at the GCCC. Their work hours consist of:

- Monday through Thursday 3:30 p.m. to 10:15 p.m.
- Friday 3:30 p.m. to 8:15 p.m. from March 1<sup>st</sup> through October 31<sup>st</sup>.
- Friday 3:30 p.m. to 10:00 p.m. from November 1<sup>st</sup> to February 28<sup>th</sup>.
- Saturday 10:00 a.m. to 8:15 p.m.
- Sunday 1:00 p.m. to 6:15 p.m. from May 1<sup>st</sup> through December 31<sup>st</sup>.
- Sunday 9:00 a.m. to 6:15 from January 1<sup>st</sup> through April 30<sup>th</sup>.

The annual compensation will remain \$59,914.00.

The change is noted within the term and effective date of the contract ARTICLE 5. We are requesting to renew effective July 1, 2010 and expire on June 30, 2011.

### ACTION:

Your approval of this amendment is requested.

*Liz Lujan*

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 26, 2009 (the "Agreement"), between the City of Santa Fe (the "City") and Chavez Security, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide security services to the City.

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty nine thousand nine hundred fourteen dollars (\$59,914.00) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred nineteen thousand eight hundred twenty eight dollars (\$119,828.00), inclusive of applicable gross receipts tax, in total for the term of this Agreement. Payment shall be made for services actually rendered at a rate of twenty two dollars and sixty cents (\$22.60) per hour.



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. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: David Coss  
DAVID COSS, MAYOR

Date: 8/13/10

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK  
ecmty 8-11-10

APPROVED AS TO FORM:

GENO ZAMORA, FOR  
GENO ZAMORA, CITY ATTORNEY

[Signature]  
CONTRACTOR:  
CHAVEZ SECURITY, INC.

CRS #02234197008  
City of Santa Fe Business  
Registration # 10-00049901

APPROVED:

Kathryn Raveling  
KATHRYN RAVELING, FINANCE DIRECTOR  
52702.510300

Business Unit/Line Item



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/26/2010

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

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

PRODUCER <b>El Dorado Insurance Agency</b> 3673 Westcenter PO Box 66571 Houston TX 77266	CONTACT NAME: <b>Idea Carrizales</b> PHONE (A/C No. Ext): <b>(713) 521-9251</b> FAX (A/C No.): <b>(713) 221-0225</b> E-MAIL ADDRESS: <b>lcarrizales@eldoradoinsurance.com</b> PRODUCER CUSTOMER ID: <b>00003992</b>
INSURED <b>Chavez Security, Inc.</b> 1925 Aspen Dr. Suite 703 Santa Fe NM 87505	INSURER(S) AFFORDING COVERAGE INSURER A: <b>First Mercury Insurance Co.</b> NAOC# <b>10657</b> INSURER B: <b>United Financial Casualty</b> <b>11770</b> INSURER C: <b>American Home Assurance Co</b> INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: Certificate (08/10)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (TO)	TYPE OF INSURANCE	ADDL SUMN INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ERRORS & Omissions		FM1008088-6	9/12/2010	9/12/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PROP AGG \$ Included	
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		03739823-3	10/27/2009	10/27/2010	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 50,000 Medical payments \$ 10,000
		C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
DEDUCTIBLE RETENTION \$							
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC005709137	9/11/2009	9/11/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

(505) 988-1663

City of Santa Fe  
200 Lincoln Avenue  
Santa, NM 87501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./DR22

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**CITY OF SANTA FE  
AMENDMENT No. 3 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 26, 2009 (the "Agreement"), between the City of Santa Fe (the "City") and Chavez Security, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide security services to the City.

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty nine thousand nine hundred fourteen dollars (\$59,914.00) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred seventy nine thousand seven hundred forty two dollars (\$179,742.00), inclusive of applicable gross receipt tax, in total for the term of this Agreement. Payment shall be made for services actually rendered at a rate of twenty two and sixty cents (\$22.60) per hour.

2. TERM

Article 5 of the Agreement is hereby deleted. A new Article 5 is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2012, unless terminated pursuant to Article 7, infra.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment and Amendments Nos. 1 and 2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

By: David Coss  
DAVID COSS, MAYOR

Date: 5-31-11

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK  
ccmtg 5/25/11

APPROVED AS TO FORM:

Geno Zamora  
GENO ZAMORA, CITY ATTORNEY  
5/5/11

APPROVED:

  
KATHRYN RAVELING  
FINANCE DIRECTOR

CONTRACTOR:  
CHAVEZ SECURITY, INC

By:   
PESO CHAVEZ, PRESIDENT

CRS# 02234197008  
City of Santa Fe Business  
Registration # 11-00094401

52702.510300

Business Unit/Line Item



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

## Section to be completed by department for each contract or contract amendment

- |                          |                          |                             |                                     |
|--------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input checked="" type="checkbox"/> |
| MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/>            |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
| MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
| GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/>            |

2 Name of Contractor Chavez Security Inc

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$59,914

Termination Date: June 30, 2012

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

Contract is for: GCCC

Amendment # 3 to the Original Contract# 09-0827

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: June 30, 2012

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

Amendment is for: to extend term date and fees for FY 2011/2012 to provide security services for GCCC

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

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ 59,914.00 of original Contract# 09-0827 Termination Date: 06/30/2010

Reason: establish contract

Amount \$ 59,914.00 amendment # 1 Termination Date: 06/30/2011

Reason: continue services for another year

Amount \$ \_\_\_\_\_ amendment # 2 Termination Date: \_\_\_\_\_

increase compensation clause to include year two additional cost of \$59,914 a total

Reason: of \$119,828.00

Amount \$ 59,914.00 amendment # 3 Termination Date: 06/30/2012

continue services for year three and increase compensation clause for addition

Reason: \$59,914



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

Total of Original Contract plus all amendments: \$ \$ 179,742.00

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

RFP ☐ RFQ ☐ Sole Source ☐ Other ☐

**6 Procurement History:** \_\_\_\_\_

example: (First year of 4 year contract)

**7 Funding Source:** 5700 **BU/Line Item:** 52702.5103

**8 Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Ivie Vigil Phone # 955-4022

**Division Contract Administrator:** Ivie Vigil

**Division Director:** Martin Lujan

**Department Director:** Isaac Pino

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

**11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** \_\_\_\_\_

**12 Prior year's contract amount?:** # \$59,914

**13 Describe service impact from an ongoing commitment to the contractor:** provide safe and secure environment

**14 Why staff cannot perform the work?:** no not certified safety officers

**15 If extending contract, why?:** per Article ^ - option to renew contract

**16 Was a Santa Fe company awarded contract? If not, why?:** yes

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

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

To be recorded by City Clerk:

Contract # \_\_\_\_\_



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

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

Note: If further information needs to be included, attach a separate memo.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2010

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

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

<b>PRODUCER</b> El Dorado Insurance Agency 3673 Westcenter PO Box 66571 Houston TX 77266		<b>CONTACT NAME</b> Idea Carrizales <b>PHONE (A/C No. Ext.)</b> (713) 521-9251 <b>FAX (A/C. No.)</b> (713) 321-0223 <b>E-MAIL ADDRESS</b> lcarrizales@aldoradoinsurance.com <b>PRODUCER CUSTOMER ID#</b> 00003992																									
<b>INSURED</b> Chavez Security, Inc. 1925 Aspen Dr. Suite 703 Santa Fe NM 87505		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A:</td><td>First Mercury Insurance Co.</td><td>NAIC #</td><td>10657</td></tr><tr><td>INSURER B:</td><td>United Financial Casualty</td><td></td><td>11770</td></tr><tr><td>INSURER C:</td><td>American Home Assurance Co</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	First Mercury Insurance Co.	NAIC #	10657	INSURER B:	United Financial Casualty		11770	INSURER C:	American Home Assurance Co			INSURER D:				INSURER E:				INSURER F:			
INSURER A:	First Mercury Insurance Co.	NAIC #	10657																								
INSURER B:	United Financial Casualty		11770																								
INSURER C:	American Home Assurance Co																										
INSURER D:																											
INSURER E:																											
INSURER F:																											

**COVERAGES** **CERTIFICATE NUMBER:** Certificate (08/10) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR TO	TYPE OF INSURANCE	ADD. SUMN INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		FM1008088-6	8/12/2010	8/12/2011	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Errors & Omissions					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COM/DP AGG \$ Included
B	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS		03739823-3	10/27/2009	10/27/2010	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					Uninsured motorist \$ 50,000
						Medical payments \$ 10,000
	UMBRELLA LIAB					
	<input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE					\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	7C005709137	9/21/2009	9/11/2010	<input checked="" type="checkbox"/> WC STATL TORY LIMITS <input checked="" type="checkbox"/> OTHER
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below					EL EACH ACCIDENT \$ 1,000,000
						EL DISEASE - EA EMPLOYEE \$ 1,000,000
						EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

(505) 988-1663

City of Santa Fe  
200 Lincoln Avenue  
Santa, NM 87501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. King, Jr./DR22

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INS025 (2009/09)

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# City of Santa Fe, New Mexico

# memo

**DATE:** July 11, 2012

**TO:** Governing Body

**FROM:** Isaac J. Pino, Management Lead Negotiator *Isaac J. Pino*

**VIA:** Robert Romero, City Manager *R*

**SUBJECT:** Request Approval - Collective Bargaining Agreement Between City of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME) for Term of July 1, 2012 through June 30, 2014.

---

## **BACKGROUND:**

The City of Santa Fe's management team has completed contract negotiations with the American Federation of State, County and Municipal Employees (AFSCME) for the period of July 1, 2012 through June 30, 2014. The agreement was ratified by AFSCME members on Tuesday, July 10, 2012.

The negotiated agreement includes a 2% salary increase for AFSCME members effective the first full pay period in July 2012. The attached Summary of Articles details all other proposed changes to the Collective Bargaining Agreement.

## **REQUESTED ACTION:**

Please review and approve the attached Collective Bargaining Agreement between City of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME) for the period of July 1, 2012 through June 30, 2014.

## **Attachments:**

1. Summary of Articles – AFSCME Agreement 2012
2. Collective Bargaining Agreement between City of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME) for the period of July 1, 2012 through June 30, 2014.

*Exhibit "B"*

**SUMMARY OF ARTICLES**  
**AFSCME AGREEMENT**  
**July 2012**

***ARTICLE 1 - Authority:*** No Changes

***ARTICLE 2 - Preamble and Purpose:*** No Changes

***ARTICLE 3 - Recognition:***

1. Changed language to replace “electronic media” for “computer diskette(s)” as the source for providing and receiving the information specified in Article 3.

***ARTICLE 4 - Printing and Distribution:*** No Changes

***ARTICLE 5 - Union Rights:*** No Changes

***ARTICLE 6 - Management Rights:*** No Changes

***ARTICLE 7 - Non-Discrimination and Fair Treatment*** – No Changes

***ARTICLE 8 - Seniority:***

1. Removed unnecessary references to other articles.

***ARTICLE 9 - Corrective/Disciplinary Process:*** No Changes

***ARTICLE 10 - Mediation:*** No Changes

***ARTICLE 11 - Grievance and Arbitration:*** No Changes

***ARTICLE 12 - Drug and Alcohol Testing:***

1. Paragraph A – language added as follows: “The positions of Swim Instructor and Swim Pool Lifeguard are deemed safety sensitive and shall be subject to random drug and alcohol testing in accordance with Rule 16A. Rule 16A will apply to Swim Instructors and Swim Pool Lifeguards.”

***ARTICLE 13 - Human Resources:*** No Changes

***ARTICLE 14 - Training and Tuition Assistance:*** No Changes

***ARTICLE 15 – Scheduling and Staffing :***

1. Removed language that referred to the temporary work reduction for FY 09/10. Changed “division” to “classification” as the basis for flex time scheduling and shift bidding. Also changed word “work” to “operate” in Section 1,B.

***ARTICLE 16 - Labor Management Committee:*** No Changes

***ARTICLE 17 - Employee Assistance Program:*** No Changes

***ARTICLE 18 - Health and Safety:*** No Changes

***ARTICLE 19 - Furlough, Layoff and Recall:***

1. Section 1, Paragraph E, (typographical error) second period at end of sentence removed.

***ARTICLE 20 - Filling of Vacancies:*** No Changes

***ARTICLE 21 - Leaves of Absence:*** No Changes

***ARTICLE 22 - Overtime and Compensatory Time:*** No Changes

***ARTICLE 23 - Holidays:*** No Changes

***ARTICLE 24 - Union Security:*** No Changes

***ARTICLE 25 - Wash-Up Time:*** No Changes

***ARTICLE 26 – Classification and Pay Plan:***

1. Changed language to include a 2.0% salary increase effective the first full pay period in July 2012. Changed language to increase the minimum and maximum of each range by 2%. Changed dates where appropriate.

***ARTICLE 27 - Special License and Certification:*** No Changes

***ARTICLE 28 – Uniform, Footwear and Tool Allowance:***

1. Inserted language regarding tool allowance and damaged tool replacement which was inadvertently omitted from the previous contract due to clerical error.

***ARTICLE 29 - Emergency Call-In Guarantee:*** No Changes

***ARTICLE 30 - Standby Time:*** No Changes

***ARTICLE 31 - Shift Differential:*** No Changes

**ARTICLE 32 - *Per Diem and Mileage:*** No Changes

**ARTICLE 33 - *Benefits:*** No Changes

**ARTICLE 34 - *Incentive Pay Issues:*** No Changes

**ARTICLE 35 - *Whole Agreement:*** No Changes

**ARTICLE 36 - *General Savings Clause:*** No Changes

**ARTICLE 37 – *Term of Agreement:***

1. The term of agreement is changed to be effective July 1, 2012 and shall expire on June 30, 2014.

**ARTICLE 38 - *Appropriations Clause:*** No Changes

**ARTICLE 37 – *Term of Agreement:***

1. The term of agreement is changed to be effective July 1, 2012 and shall expire on June 30, 2014. Article 37 D. was changed from 2011 to 2012.

***AGREEMENT***  
***BETWEEN***  
***THE CITY OF SANTA FE***  
***AND THE***  
***AMERICAN FEDERATION OF STATE, COUNTY***  
***AND MUNICIPAL EMPLOYEES***



***Whole Agreement in Effect***  
***July 1, 2012 through June 30, 2014***

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## **ARTICLE 1                    AUTHORITY**

- A. This agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the City of Santa Fe (hereinafter referred to as the "Employer"), and Local 3999, City of Santa Fe Employees, of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO, (hereinafter referred to as the "Union") pursuant to the applicable Public Employee Bargaining Act (PEBA).
- B. The Public Employees Bargaining Act (PEBA) was enacted to guarantee City of Santa Fe Employees the right to organize and bargain collectively with the Employer, to promote harmonious and cooperative relationships between the Employer and City of Santa Fe employees and to protect the public interest by assuring, at all times, that they will make every effort to administer this Agreement in accordance with the true intent of its terms and provisions.

## **ARTICLE 2                    PREAMBLE AND PURPOSE**

- A. The Union and Employer recognize the mission, goals and obligations of the City of Santa Fe as a provider of services to the citizens of the City of Santa Fe through its employees. The best possible services and programs will be provided consistent with available resources. The Employer and the Union agree to uphold the well being and care of the citizens of Santa Fe.
- B. The Employer and Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and Union, and their respective representatives at all levels, will apply the terms of this Agreement fairly in accord with its intent and meaning, and consistent with the Union's status as exclusive bargaining representative of all employees in the bargaining unit. The parties shall bring to the attention of all employees in the bargaining unit (including new hires) their purpose to conduct themselves in a spirit of responsibility and respect.
- C. The purpose of this Agreement is to establish reasonable terms and conditions of employment for employees covered herein and a means of amicable and equitable adjustment of any and all differences or grievances, which may arise under the provisions of this Agreement. All of the parties hereto believe and affirm that this Agreement will ensure the welfare and benefit of the people of the City of Santa Fe.

## **ARTICLE 3                    RECOGNITION**

### **Section 1            General**

The Employer recognizes, pursuant to the Public Employee Bargaining Act (PEBA) that the Union is the sole and exclusive representative in all matters establishing and pertaining to all terms and conditions of employment including but not limited to wages, hours, and working conditions for all employees in the bargaining unit occupational groups identified in this Agreement.

## Section 2 Bargaining Unit Information

Whenever requested, but not more frequent than once per pay period, the Human Resources Department shall furnish the Union with the following bargaining unit information in the appropriate medium:

- Names;
- Departments, division, section, or unit, whichever is applicable;
- Addresses;
- Dates of hire;
- Classification;
- Employee numbers;
- Titles;
- Salary data; and
- Breakdown of the total number of bargaining unit employees in each insurance program.

Any electronic media provided to the Union shall be returned to the Human Resources Department by the Union within fourteen (14) calendar days. Such information shall not be copied to any computer or other computer medium, which is not owned by the Union's Executive Board.

The information provided shall be kept confidential by the Union, and shall only be used for the purpose of administering this Agreement.

## Section 3 Accretion

New groups of employees hired with the same or similar job classification(s) and/or job duties of those employees within the bargaining unit shall be placed in the bargaining unit as approved by the Labor Management Committee. If an agreement cannot be reached by the Labor Management Committee, the Union President and the Human Resources Department Director shall attempt to reach a mutual agreement. In the event that an agreement is not reached, either the Employer or Union may file a petition with the Public Employees Labor Relations Board for resolution.

## Section 4 Privatization and Contracting Out

- A. The Employer shall make every effort to utilize its employees to perform all work. However, the Employer and the Union President, shall address the topic of contract workers that supplement, but not replace, bargaining unit employees with contracted workers.
- B. Generally, the Employer's intent to utilize contract workers will be for projects not to exceed twelve (12) months, when the Employer demonstrates that:
  - The expertise is not available within the City's work force and cannot be accomplished by training the City's work force in a reasonable time frame; or
  - The contract will result in cost savings to the City and/or the workload exceeds the present work force capacity/capability.

- C. The Employer shall notify the Union in writing at least thirty (30) calendar days in advance of the use of contract workers or to extend the use of contract workers beyond twelve (12) months.

#### **ARTICLE 4                      PRINTING AND DISTRIBUTION**

- A. A bound document and index containing the entire text of this Agreement shall be printed by the Employer within thirty (30) calendar days following approval by the Governing Body. Consistent with the Americans with Disabilities Act (ADA), the parties shall make reasonable accommodations where needed for persons with disabilities. The entire text of this Agreement, including any Memorandum of Understanding (MOU), amendment(s) and/or appendix associated with this Agreement, shall be posted on the Employer's intranet. The Employer and Union shall equally share the cost of printing and binding this Agreement for all bargaining unit employees, including all special and subsequent printings.
- B. The first full pay period following the printing of the Agreement, the Employer and Union shall ensure distribution to bargaining unit members and management through the division offices.
- C. In the event an MOU (Memorandum of Understanding), amendment(s) and/or appendix (as defined in Article 35, Section 2, of this Agreement) is approved, copies shall be made available and distributed by the Human Resources Department.

#### **ARTICLE 5                      UNION RIGHTS**

##### **Section 1              Non-Interference**

- A. The parties acknowledge that each is free to conduct its affairs and business in the manner which each respectively believes to be in its own best interest subject to the provisions of this Agreement. The parties agree that neither shall interfere with the internal affairs of the officials or representatives of the other in the conduct of their internal business affairs and other matters not involving collective bargaining. However, nothing contained herein shall bar parties or their members from petitioning their elected political representatives, or fully and actively participating in the political process. The Union shall have the same or similar rights granted to other similarly situated organizations that have a relationship with the Employer.
- B. Further, in accordance with the Public Employees Bargaining Act (PEBA), employees may form, join or assist the Union for the purpose of collective bargaining through representatives chosen by employees without interference, restraint or coercion. The Union shall have the exclusive right to elect or appoint as many Union staff, officials and/or stewards it feels are necessary in order to assure that employees of the bargaining unit have union representation at any of the Employer's departments and work sites including, but not limited to, at least one (1) steward and alternate steward to represent each of the bargaining units at every work site. The Union shall share with the Employer a current list of Union officials.

##### **Section 2              Union/City Business**

- A. Union representatives shall be afforded time with pay for attending official meetings with the Employer during the employee's normal working hours. For any given grievance or disciplinary meeting, no more than one (1) Union representative shall be permitted to attend with pay,

unless otherwise mutually agreed. Union/City business, as outlined above, shall be documented on payroll time sheets and on leave request (P-30) forms as union administrative leave. Union representatives shall also provide reasonable notice to their supervisors prior to leaving their work sites for Union/City business. A leave request (P-30) form will be submitted prior to leaving the work site if possible, or at the earliest convenience upon returning to the work site.

- B. Bargaining unit employees who are appointed to the Union's negotiating team shall be granted leave with pay during their normal working hours to participate in the negotiations. Upon mutual agreement with the Employer, Union negotiating team members shall be granted leave with pay during their normal working hours for caucuses that exceed one-half ( $\frac{1}{2}$ ) hour when such time is used for the purpose of preparing for and drafting proposed contract language for negotiations. Should the process exceed the employees' regular working hours, the Employer shall compensate the affected employees at the rate of one (1) hour for each hour worked over such hours.

### Section 3      Union Business

- A. The Employer shall afford the Union's six (6) Chief Stewards up to five (5) hours of union administrative leave per week with pay during normally scheduled work hours to resolve or work on grievances and disciplinary issues. Further, the Employer will not unreasonably deny requests for annual leave, compensatory time and/or leave without pay to enable union representatives to conduct union business during the normal workday. Union representatives, however, shall provide reasonable notice to their supervisors prior to leaving their work sites. Upon mutual agreement with the Employer, Chief Stewards and Stewards may receive additional union administrative leave for the purpose of investigating grievances.
- B. Subject to staffing requirements needed to deliver services to the public, the Employer will grant leave without pay up to a maximum of two-hundred forty (240) work hours per calendar year for Executive Board Members and one hundred-sixty (160) work hours per calendar year for all other Union Officers to conduct Union business. Requests for leave without pay will be made on a leave request (P-30) form.
- C. The Union President shall be afforded up to twenty (20) hours, the Vice President shall be afforded up to twelve (12) hours, and the Secretary Treasurer shall be afforded up to four (4) hours of union administrative leave per week during normally scheduled work hours to meet with bargaining unit members and to conduct any activities he/she believes are in the best interest of administering this Agreement. The Union President, Vice President and Secretary Treasurer shall request such leave on the appropriate leave request (P-30) form and shall provide reasonable prior notice to their immediate supervisors. Request for union administrative leave beyond the hours authorized by this section shall require the prior approval of the division or department director or his/her designee. Union administrative leave cannot be accrued for future use.

### Section 4      Union Rights

- A. The Union has the exclusive right to elect or appoint the Union staff, officials and stewards as it feels are necessary to carry out its responsibilities and obligations. A listing of the Union's staff, officials and stewards will be provided to the City Manager on a monthly basis.
- B. The Union will be allowed access to City facilities and communication with bargaining unit employees as follows:

1. For the purpose of the administration of this Agreement, Union representatives shall have reasonable access to bargaining unit employees, subject to Sections 2 and 3 of this Article and with advance notice to the supervisor. Such access should not interfere with the work of employees.
  2. Union officials may request to use City conference rooms and meeting facilities for union meetings, subject to advance scheduling and availability.
  3. The City will identify a space approximately 4' by 4' at work sites around the City where the Union may place information on bulletin boards. These bulletin boards may be used for posting of Union official notices and literature. The Employer and employees shall not tamper with information posted on these bulletin boards.
  4. City vehicles shall not be used for union business unless requested by management or unless the employee is on call and assigned a city vehicle.
  5. City equipment and supplies may be used for Union/City business by mutual agreement.
  6. The City's intra-departmental mail system and Internet e-mail system may be used by Union officers only, for notification of Union meetings, bulletins regarding Sick Leave Bank and/or emergencies.
- C. Outside mail and hand-delivered mail marked "personal" or "confidential" and addressed to Union staff, officials, stewards and/or members shall be treated as confidential and shall not be opened by anyone except the addressee.

#### Section 5 New Employee Orientation

The Employer shall notify the Union and allow a Union representative and a trainee to be present at each scheduled, formal new employee orientation meeting. The Employer shall provide a copy of this Agreement in all newly hired employee packets along with a dues deduction authorization form. The Union shall also be afforded up to twenty-five (25) minutes for the purpose of conducting an overview of this Agreement to new employees during regularly scheduled orientation sessions.

### **ARTICLE 6 MANAGEMENT RIGHTS**

It is agreed that, except as expressly modified by the terms of this Agreement, the Employer exclusively retains all rights, including but not limited to:

1. Determine the mission, budget, organization and number of employees allocated by position to meet the minimum staffing levels of each department;
2. Determine qualifications for employment; validate content of examinations; make requests for position audits and reclassifications; and ensure that best practices exist for the recruitment, interviewing and selection of applicants;
3. Direct employees and evaluate their performance based on standards of work established by the Employer;

4. Make assignments, transfer, or retain employees in positions, and make determination of job duties;
5. Provide reasonable rules and regulations governing the conduct of employees;
6. Provide reasonable standards and rules for employees' safety;
7. Determine the location and operation of its facilities;
8. Determine standards for work, hiring, promotion, transfer, assignment and retention of employees in positions;
9. Initiate corrective and/or disciplinary action including, but not limited to, coaching and guidance, written reprimands, suspensions, demotions, alternate forms of discipline, transfers and terminations for just cause pursuant to Article 9 of this Agreement;
10. Determine scheduling and all other actions necessary to carry out the Employer's functions;
11. Relieve an employee from his/her duties because of lack of funds or other legitimate reason;
12. Maintain efficiency of government operations; determine methods, means, equipment and personnel by which the Employer's operations are to be conducted;
13. In cases of an emergency or declared disaster, take such actions as may be necessary to carry out the missions of the Employer that might not implicitly follow all articles in this Agreement; and
14. Act in furtherance of all other duties and responsibilities set forth in the Constitution, federal laws, state statutes, administrative regulations, and executive orders of the Governor, as well as City of Santa Fe Ordinances, and Rules and Regulations.

## **ARTICLE 7                   NON-DISCRIMINATION AND FAIR TREATMENT**

### **Section 1           Compliance With Laws**

Both the Employer and the Union agree to comply with all city, state and federal employment laws, including the Public Employees Bargaining Act (PEBA).

### **Section 2           Non-Discrimination**

The Employer shall not practice nor tolerate discrimination against employees through employment practices including, but not limited to, recruitment, hiring, training, education, reassignment and promotion on the basis of any non-merit factors such as race, color, religion, sex, ancestry, ethnicity, national origin, political affiliation and/or beliefs, age, mental or physical disability, sexual orientation, gender identity, marital or family status, Union activity, or use of a second language other than English.



### Section 3 Prohibited Practices

The Employer agrees that employees shall be protected from discrimination, intimidation, restraint, coercion or retaliation, including involuntary reassignment or changes in working conditions resulting from the filing of a discrimination complaint, grievance, prohibited practices complaint, complaints alleging wrongdoing by the Employer or other employees in the exercise of employees' constitutional rights and any rights or Union activity granted by this Agreement.

## ARTICLE 8 SENIORITY

### Section 1 General

Seniority is the length of continuous service as defined below. In the event an employee is re-hired by the City after the employee has been separated from the City due to resignation or lay off for more than twelve (12) consecutive months, the employee will be considered a new hire for seniority purposes according to this Article. Employees rehired within twelve (12) months shall retain their original hire date and their seniority. This provision does not apply to bargaining unit employees who have been terminated.

### Section 2 City Seniority

City seniority is the length of continuous service with the City of Santa Fe.

### Section 3 Division Seniority

Division seniority is the length of continuous service an employee has in his/her current division. Division seniority is broken by reassignment to another division.

### Section 4 Classification Seniority

Classification seniority is the entry date the bargaining unit employee began working in his/her current job classification. Classification seniority is broken by promotion, reassignment, or transfer, to a different job classification.

### Section 5 Identical Hire Dates

Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999, the lowest 0000). A tie will be settled by the toss of a coin.

### Section 6 Military Service

Any employee who leaves City employment, other than employment in a temporary position, to enter the armed forces of the United States, National Guard or organized reserve, and who serves on active duty to complete remaining service in a reserve component, and who is still qualified to perform the duties of the City position previously held, shall be re-employed in such position or to a position of like seniority, status, and pay, as required by the Uniformed Services Employment and Re-employment Rights Act (USERRA 38 U. S. C. 4301-4333)

## ARTICLE 9                    CORRECTIVE/DISCIPLINARY PROCESS

### Section 1            Confidentiality

All discipline matters shall be held in strict confidence by the Employer and the Union. Discussions with employees related to performance or behavioral issues shall be conducted in private.

### Section 2            Representation

- A.     At any step of the corrective/disciplinary process, whether it be informal or formal, the employee or Employer may elect to have a representative present. Any bargaining unit member may be a representative for this purpose. It is the responsibility of the employee and the Employer to make arrangements if either wishes representation.
- B.     Employees who do not wish union representation during the disciplinary process shall acknowledge such in writing to the Employer on the Waiver of Union Representation Form, and the Employer shall forward a copy to the Union.
- C.     At any step of the corrective/disciplinary process, should the employee seek legal representation, the Union has no obligation to represent the employee, and any cost associated with this legal representation shall be borne by the employee.

### Section 3            General

- A.     The degree of discipline imposed shall normally be progressive in nature. However, depending on the severity of the infraction, the Employer may choose to impose a more severe level of discipline, including dismissal, without first choosing a lesser form of discipline. The level of discipline imposed shall be determined by the Employer based on the severity or reoccurrence of the infraction and will be considered on a case-by-case basis. Because of the serious nature of some infractions, an employee may be placed on paid administrative leave at any point during the investigative or disciplinary process.
- B.     The Employer, Union and/or Employee shall make an effort to hand-deliver any documentation, correspondence or disciplinary action, memos and/or forms, whether informal or formal, as outlined in this Article and shall be considered served immediately upon hand-delivery. In cases where hand-delivery is not possible, (1) such materials shall be mailed priority, certified return receipt requested, and shall be considered served on the date of postmark by the U.S. Postal Service: and (2) a photocopy, addressed to the Union President and/or Vice-President, of the return receipt slip shall be delivered by the Employer to the Union mailbox in the Human Resources Department.
- C.     Counting days - the first day of counting shall be the day after the day of the alleged infraction.
- D.     Failure to meet deadlines herein shall constitute dismissal of proposed actions. This applies to both parties. However, any of the time limits or steps set forth in this article may be extended, waived or otherwise modified by mutual written agreement by the Employer and the Union and/or employee, and the request shall not be denied arbitrarily by either party.
- E.     The Human Resources Department or legal representatives may be present at any meeting during the disciplinary process for consultation on behalf of the Employer.

- F. Violations of the City of Santa Fe Drug and Alcohol Testing Policy for DOT covered employees (Rule 16, as amended) and Transit Division employees (Rule 16A, as amended) will be addressed according to the procedures set forth in those policies.
- G. Violations of the City of Santa Fe Reasonable Suspicion Drug and Alcohol Testing Policy will be addressed according to the provisions set forth in Article 12 and 17 of this Agreement.

#### Section 4 Just Cause

Bargaining unit employees are subject to disciplinary action for just cause. The burden to clearly demonstrate just cause rests with the Employer. Examples are outlined below:

1. Violation of or failure to comply with the federal or state constitution, statutes or City ordinances;
2. Careless, negligent or improper use of City property, equipment or funds;
3. Insubordination and/or failure to comply with or accept a reasonable, proper assignment from an authorized supervisor;
4. Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements, or performance which continues to be unsatisfactory;
5. Disorderly conduct or threats or abuse of others;
6. Chronic tardiness or absenteeism;
7. Unauthorized leave or job abandonment;
8. Failure to obtain or maintain a current license or certificate required as a condition of employment;
9. Intentional falsification or mishandling of City records;
10. Unauthorized or illegal use, sale or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;
11. Harassment, intimidation and discriminatory behavior towards any person because of race, religion, gender, sexual orientation, gender identity, age, national origin, and disability;
12. Stealing from the City or other employees; or
13. Action which reflects poorly upon the integrity of the City of Santa Fe.

#### Section 5 Informal Discipline

- A. Supervisors shall use informal coaching and guidance sessions whenever appropriate, as a way of communicating their concerns to employees. The purpose of these informal sessions is to allow supervisors the opportunity to discuss what is unacceptable about the employee's performance or behavior. The goal of these discussions is to ensure the employee understands the issue and what he/she needs to do to correct identified infractions. At the informal and coaching stage, employees are encouraged to meet one on one with their Supervisor. Since these informal discussions are not part of the formal disciplinary process, documentation of the meeting shall not be placed in the employee's official Human Resources file, nor is the red Disciplinary/Corrective Action Form used. However, the supervisor may retain a dated record of what was discussed during these sessions.

## B. Written Reprimands

1. A written reprimand is a written memorandum that documents infractions or poor performance by an employee. The Employer is not required to give the employee prior notification of a written reprimand, however shall offer Union representation first, per Section 2.
2. A written reprimand is not a formal disciplinary action. Therefore, it is not subject to Sections 6 and 7 of this Article. However, a written reprimand may be used as a basis for progressive discipline, within the timeframes discussed in Section 7. Written reprimands cannot be submitted to final and binding arbitration.
3. A written reprimand must be given within seven (7) calendar days from the date of discovery of the alleged infraction.
4. If an official investigation is deemed necessary by the Human Resources Department, the written reprimand must be given within seven (7) calendar days after the completion of the investigation. The employee must be notified of the investigation, unless such notification would jeopardize the confidential nature of the investigation. In the event of an official investigation, the Union President shall be notified by the Human Resources Department in writing of the name of the employee being investigated and his/her department.
5. A written reprimand may be retained in department files, but shall not be placed in the employee's official Human Resources file, unless such written reprimand(s) become an attachment to subsequent formal disciplinary actions.
6. Written reprimands shall be removed from the department file at the end of nine (9) months if there have been no disciplinary actions or other written reprimands imposed on the employee during that time period.

## Section 6 Formal Discipline

The four types of formal discipline are: Suspension, demotion, dismissal, and alternate form of discipline.

- A suspension is the temporary removal of an employee from his/her work assignment without pay for a period not to exceed thirty (30) calendar days.
- A demotion is a reassignment from a higher paid position to a lower paid position with a reduction in pay of at least 5% but not lower than the minimum of the new pay range. A demotion shall not result in a pay increase to other bargaining unit employees in the newly assigned classification based on City seniority.
- A dismissal is the removal of an employee from his/her employment.
- An alternate form of discipline may be implemented if mutually agreed upon by the Employer, employee and the Union.

A. Notice of Contemplated Action/Pre-Determination Meeting

1. The Employer shall serve an employee with a written Notice of Contemplated Disciplinary Action to initiate an alternate form of discipline, suspension, demotion or dismissal.
  - a. Notice shall be served to the employee within ten (10) calendar days from the date of discovery of the alleged infraction(s).
  - b. If an official investigation is deemed necessary by the Human Resources Department, the Notice of Contemplated Disciplinary Action must be given within ten (10) calendar days after the completion of the investigation. The employee must be notified of the investigation, unless such notification would jeopardize the confidential nature of the investigation.
  - c. In the event of an official investigation, the Union President shall be notified by the Human Resources Department in writing of the name of the employee being investigated and his/her department.
  - d. The Notice of Contemplated Disciplinary Action shall be in writing and shall specify the infractions or violations; evidence or examples of such infractions; the proposed disciplinary action; the date, time and place of the pre-determination meeting; and shall inform the employee of the right to representation.

B. A pre-determination meeting shall be held by the department director or division director not later than ten (10) calendar days from the date of service of the Notice of Contemplated Disciplinary Action. The employee's immediate supervisor shall be encouraged to attend. The pre-determination meeting shall serve as an opportunity for the employee to present his/her side of the alleged infractions(s) or violation(s) and to provide any information that may result in a reduction or dismissal of the proposed disciplinary action.

C. Notice of Action

1. Within seven (7) calendar days after the pre-determination meeting, the department or division director shall serve the employee with a Notice of Action memo (summary of pre-determination meeting and proposed disciplinary action, if any). If disciplinary action is taken, it will include supporting documentation and a red Disciplinary/Corrective Action Form.
2. The red Disciplinary/Corrective Action Form shall state what disciplinary action is being recommended to the City Manager.
3. Disciplinary action shall be final when the City Manager has approved and signed the Disciplinary/Corrective Action Form.

D. Appeal of Disciplinary Action

1. If the employee wishes to appeal the disciplinary action, the employee shall submit a written appeal to the City Manager within seven (7) calendar days from the date the

employee was served with the Notice of Action memo. The written appeal must state the specific reasons why the disciplinary action should not be taken.

2. The City Manager has seven (7) calendar days from the receipt of the employee's written request to consider the appeal and respond in writing to affirm, modify or reject the disciplinary action. The City Manager, at his/her discretion, may also within this time period request a meeting with the Union and the employee to discuss the appeal and its settlement.
3. If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration, as per Article 11, Section 6, by the Union (not by the individual employee) within thirty (30) calendar days from the date of service of the City Manager's response.
4. If no appeal is requested, the disciplinary action shall be final when the Human Resources Director and the City Manager have approved and signed the Disciplinary/Corrective Action Form.

#### Section 7 Removal of Disciplinary Action Forms from Human Resources File

- A. Upon the order of an arbitrator or judge of competent jurisdiction, Disciplinary/Corrective Action Forms and relevant documentation may be removed from an employee's official Human Resources file prior to the time frames outlined below.
- B. An employee may request the removal of the red Disciplinary/Corrective Action Form(s) and other relevant documentation from his/her department file in accordance with Article 13, and from the employee's official Human Resources file upon written request to the Human Resources Director. If there are no subsequent disciplinary actions in the employee's file, the form(s) and other relevant documentation shall be removed within seven (7) calendar days of service of the written request according to the following time frames:
  1. Alternative discipline: 12 months
  2. Suspension: 12 months
    - If a subsequent suspension occurs within twelve (12) months of the first suspension, both will remain for a period of twenty-four (24) months from the date of the second suspension.
  3. Demotions: 30 months

### ARTICLE 10 MEDIATION

- A. Mediation is a confidential and voluntary process in which an impartial person(s) helps individuals or groups to discuss and negotiate resolutions to conflicts or disagreements in the workplace. The Employer, the Union or an employee(s) may request mediation as a way to resolve workplace disputes. Before mediation begins, all parties must be willing to engage in this process.
- B. Any mediation provided shall be funded by the Employer.

- C. Mediation may precede, but is not considered a part of the formal grievance process. If mediation fails to resolve conflicts or disagreements in the workplace, the Union or the employee(s) may elect to utilize the grievance process in accordance with the provision set forth in this Agreement.
- D. Any City mediation services contractor shall conduct annual training sessions for City supervisors and AFSCME Local 3999 officers and stewards, pertaining to the advantages and approaches to using mediation to resolve workplace conflicts or disputes. An alternate provider may be substituted if mutually agreed upon by the Employer and Union.

## **ARTICLE 11            GRIEVANCE AND ARBITRATION**

### **Section 1            Grievance**

- A. A "grievance" is an allegation made by the Union against the Employer that a violation, misapplication or misinterpretation of any provision of this Agreement has occurred. A bargaining unit member can not file a grievance against another bargaining unit member.
- B. The Union may file grievances on its own behalf, or on behalf of an employee or group of employees covered by this Agreement.
- C. An individual employee may file a grievance under the provisions of this article and have it adjusted without the intervention of the Union as long as:
  - 1. The adjustment is consistent with the terms of this Agreement;
  - 2. At any hearing or meeting on a grievance brought forward by an individual employee, and who has not requested the intervention of the Union, the Union shall still be afforded the opportunity to be present and make its views known;
  - 3. At any step of the grievance process, should the employee seek legal representation, the Union has no obligation to represent the employee, and any cost associated with this legal representation shall be borne by the employee; and
  - 4. An individual employee may not invoke arbitration under this article.
- D. Before filing a formal grievance under the procedures established in this Article, employees are encouraged to try and resolve any issues with their immediate supervisor and if not, with their next level manager.
- E. Grievances initiated by an employee or by the Union shall be filed within ten (10) calendar days of the day after the grievant was aware, or reasonably could have become aware, of the provision in the Agreement that allegedly was being violated.
- F. The Employer, Union, and/or employee shall make an effort to hand deliver any Grievance documentation, correspondence, memos and/or forms as outlined in this article and shall be considered served immediately upon hand delivery. In cases where hand-delivery is not possible, such materials shall be mailed priority, certified return receipt requested, and shall be considered served on the date of postmark by the U.S. Postal Service.

## Section 2 Steps in the Grievance Procedure

- A. All steps in the formal grievance process must be documented in writing via an Official Grievance Form. Employees and/or the Union must submit grievances in writing that include the specific details of what provision(s) in the Agreement was violated, and how and when it was violated.
- B. The Official Grievance Form shall include the following information:
1. The employee's name, job title and work site;
  2. The name, address and telephone number of the Union representative, if any;
  3. The article(s) of the Agreement alleged to have been violated;
  4. The date of the violation;
  5. How the violation occurred: The grievant shall provide a detailed description of all the event(s) that resulted in specific violation and all the persons responsible for the violation;
  6. The relief requested; and
  7. Any attempt(s) the grievant or Union made to resolve the matter with the immediate supervisor and/or with their next level manager.
  8. The signature of the grievant or of the Union representative.
- The President or Vice President shall sign off on the Official Grievance Form to assure the form is complete and that the grievance is justified.
- C. Grievance relief actions agreed upon by the parties at any of the steps listed below shall be binding.

## Section 3 Step 1: Section Manager Level

- The Union or grievant shall meet with the section manager to attempt to resolve the matter within ten (10) calendar days of the day after receipt of the Official Grievance, unless the section manager is the person the grievance is against, or if the employee does not have a section manager. In that case the Union and division director shall meet within ten (10) calendar days of the day after receipt of the Official Grievance to attempt to resolve the matter. The Human Resources Department shall participate at this meeting if requested by either the Union or the Employer.
- The section manager or division director, whomever met with the Union, shall within ten (10) calendar days of the day after the meeting, write a response to the grievant explaining the resolve or response to the allegations specified in the grievance.

## Section 4 Step 2: Division Director Level

- If there was a section manager meeting and section manager response per Section 3, and the grievance is not satisfactorily resolved at the section manager level, the Official Grievance shall be submitted to the division director. The division director shall respond in writing within ten (10) calendar days of the day



after receipt of the written grievance and may within this time period, request a meeting with the grievant and/or the Union to discuss the grievance and its settlement.

- If a satisfactory solution is not reached the Official Grievance shall be filed with the department director within seven (7) calendar days of the day after the grievant's receipt of the division director's written response.

#### Section 5      Step 3: Department Director Level

- If the grievance is not satisfactorily resolved at the division director level, the Official Grievance shall be submitted to the department director. The department director shall respond in writing within ten (10) calendar days of the day after receipt of the written grievance and may, within this time period, request a meeting with the grievant and/or the Union to discuss the grievance and its settlement.
- If the grievance is not satisfactorily resolved at this level, the grievance shall be submitted to Step 4 by filing with the City Manager within seven (7) calendar days of the day after receipt of the written response by the department director.

#### Section 6      Step 4: City Manager Level

- If the grievance is not satisfactorily resolved at Step 3, the department director level, the grievant and/or Union shall submit the Official Grievance to the City Manager within seven (7) calendar days of the day after receipt of the department director's written response. The City Manager shall respond in writing to the grievant and/or Union within ten (10) calendar days of the day after receipt of the Official Grievance and may, within this time period, request a meeting with the grievant and/or Union to discuss the grievance and its settlement.
- If the grievance is not satisfactorily resolved at this level, the Official Grievance, if it meets the definition of a Prohibited Practice, may be submitted to the Public Employees Labor Relations Board by the Union, but not by the individual grievant, within fifteen (15) calendar days after receipt of the City Manager's written response. The Official Grievance may also be submitted to final and binding arbitration by the Union, but not by the individual grievant, within thirty (30) calendar days after receipt of the City Manager's written response.

#### Section 7      Arbitration

- A. Within fourteen (14) calendar days of the written demand for arbitration, the Union shall make a request from a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), unless the parties by such time can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.
- B. Within fourteen (14) calendar days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Union and the Employer alternately

eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Union may request that the FMCS unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS, the arbitrator shall have full jurisdiction.

- C. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case.
- The arbitrator shall have no power to add to, subtract from, alter or modify any of these terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief.
  - The arbitrator shall not have authority to make an award which includes a fine or other punitive damages or award of attorney's fees.
  - Each party shall pay one-half (1/2) of the arbitrator's fees and expenses.
  - The arbitrator's decision shall be final and binding on the parties.
  - In arbitration cases challenging a disciplinary action, the Employer shall have the burden of proof not less than by a preponderance of the evidence. In arbitration cases where the Union alleges a contractual violation or dispute over a working condition, the Union shall have the burden of proof.

#### Section 8      Miscellaneous

- A. Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, except by mutual agreement of the parties. This provision shall not apply to arbitration hearings.
- B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.
- C. If at any step of the grievance procedure the Employer fails to respond within the designated time limits, the grievance shall be automatically forwarded to the next level.
- D. Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or arbitration within the time limitations set forth herein.
- E. A party to this Agreement or an individual grievant may be represented by counsel at any step of the grievance procedure at their own cost.
- F. The issue of non-grievability may be properly raised at any step of the grievance procedure. The arbitrator shall decide all issues regarding the grievability of grievances.
- G. Grievances may be withdrawn by the Union at any step of the grievance procedure without prejudice and without precedence except as to objections to timeliness.
- H. The arbitration procedure set forth in this article shall not apply to events which occur before the effective date of this Agreement.

## **ARTICLE 12            DRUG AND ALCOHOL TESTING**

### **A.     CDL Drug and Alcohol Testing**

The provisions of Rule 16 and Rule 16A, as may be amended, of the City of Santa Fe Personnel Rules and Regulations are hereby incorporated. The positions of Swim Instructor and Swim Pool Lifeguard are deemed safety sensitive and shall be subject to random drug and alcohol testing in accordance with Rule 16A. Rule 16A will apply to Swim Instructors and Swim Pool Lifeguards.

### **B.     Reasonable Suspicion Drug and Alcohol Testing Policy**

The provisions of the City's Reasonable Suspicion Drug and Alcohol Testing Policy are hereby incorporated.

### **C.     Reasonable Suspicion Training**

The Employer agrees to provide reasonable suspicion training for the Union President, Vice President and Chief Stewards on an annual basis.

### **D.     Reasonable Suspicion Notification**

The Union President, Vice President or one of the Chief Stewards will assist in evaluating bargaining unit employees suspected of being under the influence of drugs and/or alcohol during working hours. The Union representative must arrive within sixty (60) minutes of notification from the Risk and Safety Division. If the Union representative does not arrive within 60 minutes, the evaluation will proceed. The Reasonable Suspicion determination will be made primarily by the notifying supervisor and the Union representative present. If there is a disagreement in this determination, a designated member of the Risk Management and Safety Division shall provide the majority ruling.

### **E.     Certifications and Documentation of Drug and Alcohol Testing**

- a. The employer shall provide copies of certifications and documentation from the approved testing laboratory to the Union President a minimum of twice annually in January and July, and as changes occur, including but not limited to:

- Testing equipment
- Testing technicians
- Federal laboratory certifications

## **ARTICLE 13            HUMAN RESOURCES RECORDS**

- A. The employee's official Human Resources file shall be located in and maintained by the Human Resources Department. An employee or their designee, as authorized in writing by the employee, shall have the right to inspect and copy any portion of this file. These files are public record subject to the provisions of the Public Records Inspections Act.

- B. Employees may submit written rebuttal to any material placed in their records and may request in writing to the Human Resources Department Director the removal of any material that, in the opinion of the employee, is unwarranted, inaccurate, irrelevant, untimely and incomplete. Except for the above, this file shall not be purged except as provided in Article 9, Section 10, of this Agreement.
- C. The Employer shall not add any documents to this file without prior notification to the employee.

The employee may request in writing to the Human Resources Director the addition of any documentation he/she deems relevant to his/her Human Resources file. The Human Resources Director shall determine whether such information is appropriate for the employee's Human Resources file.

## **ARTICLE 14                    TRAINING AND TUITION ASSISTANCE**

- A. Purpose: To assist employees to obtain new skills to remain competitive in our society and, in turn, to use those skills to support the City of Santa Fe.
- B. The City of Santa Fe shall provide tuition and training assistance programs for bargaining unit employees. Through these programs, employees may choose to pursue training or course work that will permit job or career advancement with the City of Santa Fe. When sufficient budget is available, the Employer shall approve and pay tuition and training expenses in accordance with Policy 2500-6-1 (Training Assistance Policy) and Policy 2500-6-2 (Tuition Assistance Policy).
- C. The Human Resources Department shall promote educational and training opportunities when they become available.
- D. If a decision is made by the Human Resources Department to deny the employee and the employee wishes to appeal the decision, the employee shall submit a written appeal to the City Manager within five (5) working days from the date of response from the Human Resources Department.
- E. The City Manager shall review the appeal and respond in writing to affirm or reject the decision within five (5) working days and may, within this time period, request a meeting with the Union and the employee to resolve the appeal. The City Manager's decision is final.

## **ARTICLE 15                    SCHEDULING AND STAFFING**

### **Section 1            Work Week**

- A. A normal workweek for a full-time employee is defined as a calendar week beginning at 12:01 a.m. Saturday and ending 12:00 midnight the following Friday. The normal workweek shall consist of forty (40) work hours, eight (8) hours per day in accordance with Section 3, of this Article, with two (2) consecutive days off.
- B. Non-standard workweeks may exist at work sites that are required to operate six (6) or seven (7) consecutive days. Additionally, non-standard work hours such as four (4) - ten (10) hour workdays per workweek may be approved.

- C. Normal work shifts for FLSA covered employees shall not be split into two (2) or more segments, unless the Union and Employer agree upon such shifts. Lunch periods do not create a split.
- D. With the exception of Paragraph (B), this Section does not apply to employees in the Transit Division. The work schedules of Transit Division employees shall be reviewed as needed by the Employer and the Union.

## Section 2      Flextime

- A. Employees may request schedules that deviate from a work site's normal work schedule. Such requests shall include the justification (e.g., traffic congestion, physical fitness, Mentorship Leave Policy etc.), be in writing on a prescribed form, and must be submitted to his/her immediate supervisors for consideration.
- B. The immediate supervisor will recommend approval or denial of flextime requests to the Department Director. The request will be approved or denied within seven (7) calendar days, at their discretion. Consideration of a flextime schedule request shall be made on a first-come, first-considered basis. In the event of a scheduling conflict, when all other factors are equal, classification seniority shall be the determining factor.
- C. If a flextime schedule is approved, the employee shall make-up the work time within the same workweek. If the request is denied, the Employer shall provide the employee with a written explanation within seven (7) calendar days.
- D. Approved flextime schedules are subject to periodic review by the Employer and existing schedules may be canceled by providing employees with a seven (7) calendar day advance written notice. In the case of emergencies and with agreement from the Union, flextime schedules may be modified without providing the seven (7) day notice period.

## Section 3      Scheduling and Breaks

- A. The Employer shall prepare employees' regular work schedules for posting at each work site at least seven (7) calendar days in advance of the beginning of a changed schedule, except in emergency situations. Changes to posted work schedules may be made to meet the operational needs of City government, but will not be made arbitrarily. Employees are not obligated to begin new work schedules until seven (7) calendar days after notification. In cases of emergency, the Employer may extend or change an employee's work schedule. Required overtime work is not considered to be a schedule change. The employer shall not arbitrarily adjust or alter an employee's work schedule just to avoid paying overtime.
- B. The Employer shall provide full-time employees with an unrestricted lunch break lasting between a 1/2 hour to one (1) hour, and two (2) - fifteen (15) minute breaks during a normal workday. Time off for lunch and break periods are not to be accumulated nor used for the purpose of beginning the workday late or completing the workday early. Employees on less than full-time status will receive an unrestricted lunch break lasting between a 1/2 hour to one (1) hour, and one (1)- fifteen (15) minute break for every four (4) hours worked. Any restriction of lunch breaks by the Employer shall be considered hours worked, and the Employer shall compensate the employee(s) accordingly. With mutual agreement between the employee and the Employer, an employee may forego lunch breaks.

- C. The two (2) formal fifteen (15) minute breaks specified in Paragraph (B) of this Section do not apply to Transit Operators.
- D. Employees in the Transit Division who work a split shift will receive \$35.00 per pay period.
  - 1. A split shift is defined as a shift with a break longer than two (2) hours during the work shift.
  - 2. Employees must work four (4) or more split shifts per pay period to qualify for the split shift differential.

#### Section 4 Shift Bidding

The employer retains the right to determine scheduling needs based on the coverage, delivery of service requirements, and expertise needed to deliver quality service to the public. When multiple shifts are necessary, employees shall be offered shift bidding from the classification seniority list as long as coverage and expertise are not compromised. A shift bid shall occur a minimum of once every twelve (12) months, with the most senior employee on the list being offered the first shift selection. All subsequent employees on the list shall be offered a shift selection until all employees on the list have selected a shift.

#### Section 5 Job Sharing

Job sharing of one (1) position by two (2) employees may be considered by the Employer on a case-by-case basis. Employees requesting to share a position shall make such requests in writing to the immediate supervisor and division director.

### ARTICLE 16 LABOR MANAGEMENT COMMITTEE

- A. The parties shall establish a Labor Management Committee (LMC) which shall be a standing committee for the duration of this Agreement.
- B. The LMC shall meet on an as-needed basis, but not less than quarterly, at a mutually agreed upon time and place on paid status for all members.
- C. The Union President and the Human Resources Director shall be members of the LMC and will appoint three (3) additional members from each negotiating team.
- D. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of bargaining unit employees or furthers good labor management relations. Any agreement as to the interpretation of any of the terms in this Collective Bargaining Agreement shall be reduced to writing in the form of a Memorandum of Understanding, as set forth in Article 35, Section 2, of this Agreement.
- E. This committee is not empowered to negotiate any revisions or amendments to this Agreement.

## **ARTICLE 17           EMPLOYEE ASSISTANCE PROGRAM**

- A. The Employer shall continue to contract with a qualified Employee Assistance Program (EAP) provider who shall provide free confidential counseling to members of the Union and their immediate family. Specifically, the program shall serve to help Union employees and their immediate family deal with personal and/or work-related problems. The EAP shall be staffed with qualified and licensed professionals. In addition to providing professional assessment and short term counseling, the EAP may, whenever appropriate, serve as a referral source.
- B. The Employer may recommend an employee seek assistance through the EAP. However, if an employee chooses to not follow through with the supervisor's recommendation, it shall not be held against the employee as a condition of employment. Employees may also self-refer when they recognize a need for services provided by the EAP.
- C. Employees who choose to meet with the EAP after a supervisor referral is made, will be granted administrative leave in the amount of two (2) hours for the initial appointment. Subsequent appointments require that the employee use sick or annual leave, compensatory time or leave without pay. Self-referred employees are not afforded administrative leave for the first appointment, but shall use sick or annual leave, compensatory time or leave without pay for the purpose of attending appointments with the EAP.
- D. If the Employer refers an employee to EAP as an alternate form of discipline, the employee will be granted up to twelve (12) hours administrative leave to attend counseling services as agreed upon and defined in Article 9, Section 5, Paragraph A.
- E. The EAP may not disclose any information to the Employer related to the employee's use of the program without the employee's written permission, except as provided by city, state and federal law.
- F. These guidelines shall apply, unless otherwise specified in Rule 16 (or 16A), as may be amended, Drug and Alcohol Testing Rule for Federally Mandated Employees, Section 13, and in accordance with the City's Reasonable Suspicion Drug and Alcohol Testing Policy.

## **ARTICLE 18           HEALTH AND SAFETY**

### **Section 1       Health and Safety Standards and Measures**

- A. Employees shall comply with standards, measures and practices as may be prescribed by the Employer and Union in accordance with the City's Safety Manual and other applicable state and federal health and safety regulations to provide safe, sanitary and healthy working conditions.
  - The Employer and Union agree that the safety of all City employees and the public is paramount. Any employee who recognizes unsafe and/or dangerous conditions in the workplace shall notify an appropriate supervisor as soon as possible. In accordance with Article 7 Section 3, employees shall be protected from retaliation for bringing any safety concerns to the attention of their supervisors or the Office of Risk and Safety.
- B. For all employees covered by this Agreement, the Employer shall:

1. Provide safe and healthy working conditions and practices;
2. Provide safe, healthy and clean work sites and grounds;
3. Provide a clean and safe area for employee meal and break periods;
4. Provide and maintain in safe working condition all city owned motor vehicles, tools and equipment; and
5. Provide employees with adequate information and routine training on communicable diseases and infestations to which they may have routine exposure.
6. Respond reasonably to safety concerns brought forth by any employee, as promptly as the circumstances warrant.

## Section 2      Personal Protective Equipment (PPE)

- A. The Employer shall identify and provide personal protective equipment (PPE) to employees in field or shop positions, for example, and other areas as required by OSHA or determined by the Health and Safety Committee. OSHA general guidelines for PPE are:
  1. Eye/face protection - exposure from flying objects, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation.
  2. Head protection - objects might fall from above and strike them on the head, or employees might bump their heads against fixed objects.
  3. Foot/leg protection - possible falling or rolling objects or from crushing or penetrating materials, work involving exposure to hot substances or corrosive or poisonous materials. Employees required by the Employer to wear safety footwear shall be provided two (2) pairs of boots per year, up to \$100.00 per pair.
  4. Hand/arm protection - potential skin absorption of harmful substances, chemical or thermal burns, electrical dangers, bruises, abrasions, cuts, punctures, fractures, amputations. One (1) pair of safety/work gloves per month will be provided for employees who are exposed to these potential dangers.
  5. Body protection - temperature extremes, hot splashes from molten metals and other hot liquids, potential impacts from tools, machinery and materials, and hazardous chemicals.
  6. Hearing protection - loudness of noise and the duration of an employee's exposure to the noise.
- B. The employer shall replace worn or damaged PPE, and shall train employees in the proper care and use of PPE.
- C. Employees shall properly wear any required PPE, shall attend PPE training sessions when offered, shall care for, clean and maintain PPE, and shall inform their supervisor of the need to repair or replace any worn or damaged PPE.

## Section 3      Health and Safety Committee

- A. The parties shall establish a standing Health and Safety Committee (HSC) for the duration of this Agreement. The Union shall appoint six (6) members to the HSC. The Risk and Safety Manager shall appoint six (6) management members. The HSC shall meet on an as-needed



basis, however not less than monthly unless mutually agreed upon. Both parties shall limit attendance at all HSC meetings to five (5) members each. Union members shall attend on paid status. The HSC shall be free to address any topic of Health and Safety concern which affects working conditions of bargaining unit employees or furthers good safety practices. The HSC is empowered to and shall:

1. Recommend safety and health standards specific to each department's operations, and employee training for each department;
  2. Review, determine, and recommend which PPE shall be required, based on job function assessments performed by the Office of Risk and Safety and the Union, specific to each division's work operations.
  3. Review and make recommendations on a draft PPE Policy developed by the Office of Risk and Safety.
  4. Review department loss control information to ensure adequate measures are being taken to prevent recurrence of the same or similar losses; and
  5. Establish guidelines designed to minimize employee risk of violence, injury or abuse while on the job.
- B. All recommendations developed by the HSC shall be referred to the Risk and Safety Manager for final determination and implementation.

#### Section 4      Emergency Transportation

An employee who suffers an on-the-job injury or illness and requires immediate emergency care, shall be transported to a treatment facility at the Employer's expense.

#### Section 5      Reimbursement for Property Loss

- A. If the Employer requests that an employee use his/her personal property to perform his/her regular job duties, and the employee's property is damaged as a result, the Employer shall arrange for its repair or replacement on a case-by-case basis.
- B. The Employer shall not require an employee to use his/her personal vehicle for City business. However, employees may voluntarily use their personal vehicles in compliance with Policy 62103-7-3 (City Vehicle Policy).

#### Section 6      Critical Incident Stress Debriefing

The Employer shall provide appropriate and adequate Critical Incident Stress Debriefing (CISD) to employees, as needed. CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, work peer suicide, serious work injury, and/or work-related death of a co-worker. Such CISD shall include, when appropriate, initial debriefing, individual and group therapy/counseling and/or follow-up. All debriefings and other CISD sessions shall be strictly confidential. Where Workers Compensation benefits are available for an employee injury, this Section, if otherwise applicable, may be used to provide reasonable supplemental treatment not provided by Workers Compensation.

## Section 7      Modified Work Assignments

- A. Taking into account department budget, administrative restrictions and work availability, the Employer shall make reasonable efforts to provide employees covered by this Agreement with opportunities for returning to work on a modified work assignment due to temporary medical restrictions while recovering from injury or illness.
- B. An employee requesting an early return to work in modified duty assignment may request such assignment for a period of time specified by the health care provider in his/her medical certifications, but not to exceed six (6) months. Any medical documentation requested by the Employer shall be confidential, with access restricted to the Employer's medical consultant, and shall be provided only with the employee's written consent.
- C. An employee who returns to work on modified work assignment shall be paid no less than the employee's last salary. In implementing this provision, the Employer will give preference for modified work assignments to workers injured on the job.
- D. Any modified work assignments will comply with applicable federal, state and local laws and regulations including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act and the State of New Mexico Workers Compensation Act.

## ARTICLE 19      FURLOUGH, LAYOFF AND RECALL

### Section 1      General

- A. Upon determination by the Employer that a furlough or layoff of bargaining unit employees is deemed necessary, the Employer shall prepare and submit to the Union a detailed plan justifying the need for the furlough or layoff including all pertinent documents, including budgets, reports and any other materials used in its determination.
- B. A furlough is a temporary reduction of an employee's work hours within a workweek due to lack of funds. In the event of a furlough, full-time bargaining unit employees' hours shall not be reduced below twenty-four (24) hours. A furlough shall not exceed six (6) months.
- C. A layoff, or reduction in force, is the elimination of a position or positions on a temporary or permanent basis because of a shortage of work or funds.
- D. Management positions shall also be considered when devising such a plan for a furlough or layoff.
- E. Prior to any furlough or layoff, the City Manager will meet with the Union to review and consider any cost-cutting measures within the bargaining unit represented by the Union that may reduce the need for, or extent of, the furlough or layoff.
- F. Within seven (7) working days of receipt of a notice of furlough or layoff, the Union will develop a list of bargaining unit employees who wish to voluntarily participate in the furlough or layoff. That list will be presented to the City Manager for consideration.

## Section 2 Notice

If a furlough or layoff is implemented, affected employees shall receive a minimum of twenty-eight (28) calendar days advance written notice. However, the Employer will attempt to provide as much advance notice as possible.

## Section 3 Wages and Benefits

Upon layoff, laid-off employees shall be paid in full all due wages, accrued annual leave, longevity administrative leave, accrued personal holiday and compensatory time.

## Section 4 Order of Furlough/Layoff

Employees affected by furlough or layoff will be furloughed/laid-off in inverse order of city seniority by type of appointment in the following order:

1. Emergency
2. Temporary/Seasonal
3. Probationary
4. Term/Grant funded
5. Classified part-time
6. Classified full-time

## Section 5 Recall Rights

- A. Furloughed/laid-off employees shall be recalled to work in the reverse order in which they were furloughed/laid-off.
- B. Laid-off employees shall have one (1) year recall rights. The employee is required to provide the correct mailing address as a condition of maintaining any recall rights. The employer may not fill any bargaining unit position without first offering the position to qualified laid-off bargaining unit employees in order of City seniority.
- C. The Employer must give notice in writing to laid-off employees of recall opportunities. Recalled employees must give notice of acceptance or refusal of the position within five (5) work days, and if accepted, report for work within two (2) weeks of the date they were notified of the available position. The Employer will have met its recall obligation by sending the recall notice return receipt requested to the last known address provided by the employee to the Human Resources Department.
- D. A laid-off bargaining unit employee may refuse one (1) recall offer. A second refusal of a recall offer will serve as a voluntary resignation and the City will have no further recall or employment obligation to the employee.
- E. After twelve (12) consecutive months on layoff status, the City shall have no further recall or employment obligation to the laid-off employee.

## Section 6      Classification Displacement

If a laid-off employee is placed in a lower paying classification as acceptance of a recall opportunity, the employee shall be reassigned to the former classification prior to layoff, upon the first available vacancy in that classification, based upon city seniority.

## ARTICLE 20      FILLING OF VACANCIES

### Section 1      Posting of Vacancies

- A. All vacant classified Union positions shall be posted in-house on designated City bulletin boards for a minimum of ten (10) calendar days by the office manager or designee. The Union and the Employer may mutually agree to lower the in-house recruitment period. On a case-by-case basis, if the parties mutually agree in writing, applications may be accepted and considered concurrently from applicants not currently employed by the City of Santa Fe.
- B. The position vacancy posting shall contain the classification of the position, the testing requirement for applicants, the minimum qualifications for the position, the FLSA and Union status; the work location of the vacancy; a description of working conditions; a general description of the position; examples of work; the pay range of the position; the location where applications are to be filed; the opening and closing dates; and the time frames for accepting applications.

### Section 2      Selection

- A. Qualified Union employees shall first be interviewed for all Union positions. If the choice is between equally qualified bargaining unit and non-bargaining unit employees, bargaining unit employees shall be given preference. If the choice is between equally qualified bargaining unit employees, preference shall be given based upon City seniority. This shall not prohibit the consideration of outside applicants.
- B. Qualified Union employees who applied within the time limits and were not selected, after having gone through the interview process, shall be notified verbally and in writing by the hiring supervisor. The Human Resources Department shall notify in writing all unqualified or untimely applicants within seven (7) calendar days of certification of the eligibility list. After evaluating all candidates, with Union candidates considered first, the candidate who is best qualified for the position shall be selected.
- C. If a bargaining unit employee is offered a promotion to another bargaining unit position and subsequently refuses to accept the position because of the salary, the Employer shall not hire an employee from outside the City at a pay rate higher than what was offered to the bargaining unit employee, unless mutually agreed to in writing by the Union and Employer.

### Section 3      Promotion

A promotion shall be defined as movement of an employee from his/her position to a position of a higher pay grade within the bargaining unit. Promotions may result in a salary increase from five to twenty percent (5% - 20%), or the minimum of the new grade, whichever is greater. However, a promotion shall not result in an hourly pay rate that exceeds the top of the pay grade for the job classification into which the employee is being promoted. This allows the flexibility to maintain

consistency of pay with other employees in the same job classification and to address budgetary limitations. Promotional increases shall not create pay inequities based upon City seniority with other bargaining unit employees whose City seniority is higher than the person being promoted in the same classification.

#### Section 4 Classification Reduction Without Prejudice

- A. Bargaining unit employees who are promoted and subsequently voluntarily agree to a classification reduction without prejudice, shall have their pay reduced to the hourly rate received prior to promotion. Any hourly pay increases they would have received had they not been promoted will be added to their new hourly rate.
- B. Bargaining unit employees who have never been promoted (e.g., hired into their current job classification) and voluntarily agree to a classification reduction without prejudice, shall have their pay reduced from five to twenty percent (5% to 20%), to allow the flexibility to maintain equity of pay with other employees in the same job classification and to address budgetary limitations.

#### Section 5 Transfer

- A. At the request of a department director and upon approval of the City Manager, the Employer may transfer an employee from one position or department to another position, division or department within the City, provided the following conditions are met:
  - The employee meets the minimum qualifications of the new classification;
  - The employee is not being transferred because the Employer has failed to address poor work performance or behavior;
  - The transfer is not being made for arbitrary or unjustified reasons;
  - The Union President is notified within fourteen (14) calendar days prior to the transfer.
- B. Employees who voluntarily transfer from one position to another, or from one division/department to another, shall provide written notice to their current immediate supervisor no less than two (2) weeks in advance, when possible. Transfers will not be considered effective until the beginning of a new pay period. Employees will retain all accrued annual, sick and personal leave time, and compensatory time.
- C. Lateral transfers from one pay grade to a different bargaining unit position of the same pay grade shall not result in a pay increase.

#### Section 6 Probationary Period

Probationary employees are not covered by this Agreement. The probationary period shall be six (6) consecutive months and may be extended up to three (3) additional months pursuant to the City of Santa Fe Personnel Rules and Regulations.

#### Section 7 Temporary Appointment

- A. Temporary appointments shall be governed by the applicable City of Santa Fe Personnel Rules and Regulations.

- B. If in the event that the Employer deems necessary the extension of a temporary appointment beyond twelve (12) consecutive months, the Employer shall meet with the Union to discuss the conversion of the position from temporary to classified, subject to budgetary constraints and Governing Body approval.
- C. When the Employer and the Union mutually agree that a temporary position shall be classified, the position shall be re-advertised pursuant to Article 20, Sections 1 and 2.

#### Section 8      Emergency Appointment

- A. An emergency appointment is the employment of a person when an emergency condition exists. The circumstances of the emergency hire, and proof that there are no candidates available on a valid list of eligibles, shall be documented by the Employer. The Human Resources Department shall make such documentation available to the Union within ten (10) working days from the date of request.
- B. The duration of an emergency appointment shall not exceed ninety (90) calendar days unless mutually agreed to in writing by both parties.

### ARTICLE 21      LEAVES OF ABSENCE

#### Section 1      General

- A. All requests for leaves of absence, with or without pay, shall be made to the immediate supervisor for approval on forms prescribed by the Employer. All requests shall be submitted in advance of the beginning date of the leave as specifically outlined in this article – except for requests of unanticipated sick leave which shall be submitted for approval at the earliest possible time.
- B. Rule 13 of the Personnel Rules and Regulations shall apply; however, the Employer shall recognize and comply with the exceptions and deviations to Rule 13 as listed in the following sections of this article. Annual and sick leave accruals shall be calculated on a pro-rated basis based upon hours worked and paid leave status, up to a maximum of eighty (80) work hours per (2) two-week pay period.

#### Section 2      Sick Leave

- A. Bargaining unit employees shall accrue and utilize sick leave pursuant to the provisions of the current Rule 13.30 (A)(1), except for 13.30 (A)(2) and (3)(F)(1), and pursuant to Article 21, Section 1, above. To qualify for sick leave buy back, an employee shall have or maintain a minimum balance of four hundred fifty (450) hours at the end of each calendar year.
- B. Sick leave shall be granted for personal medical treatment or illness. Sick leave may also be granted for illness or medical treatment of a member of the employee's immediate family. Immediate family, for this purpose, is defined as the employee's spouse, stepchild, domestic partner, child, parent, stepparent, brother and sister.
- C. The Employer shall require an employee to furnish a physician's statement for sick leave taken for three (3) or more consecutive days and/or a pattern of absenteeism has been established.

### Section 3 Sick Leave Bank Program

- A. Employees may donate annual leave, compensatory time or individually accrued hours of sick leave over two hundred (200) hours pursuant to this Agreement to another bargaining unit employee within the City if a situation arises which forces an employee to use all his/her sick leave, personal leave, compensatory time, administrative leave and annual leave. Eligibility to receive donated leave is based upon Section 3 of this article and the provisions of the Family and Medical Leave Act of 1993.
- B. On the first day of the fiscal year during the term of this Agreement, deductions from an employee's accrued sick leave will be deducted at a rate of four (4) hours from full-time employees and two (2) hours from part-time employees. If the employee does not have any/or the full available sick leave, the remainder of leave shall be taken from annual leave and/or personal leave day (personal leave day must be used in its full amount as per Article 21, Section 11.B).
  - 1. Any donation of leave is strictly voluntary, however, only those employees who donate leave may utilize the Sick Leave Bank.
  - 2. Employees who choose not to participate in the Sick Leave Bank Program shall sign a disenrollment form to be picked up and hand delivered back to Payroll by the employee no later than June 30 of every year during the term of this Agreement.
  - 3. Only those employees who did not disenroll are eligible for this program.
  - 4. Employees who require use of donated leave must complete and submit their FMLA forms as outlined by the Human Resources Department. Then, they shall request donated leave in writing to the Union. The request will then be forwarded to the Human Resources Department for review of FMLA requirement eligibility and then returned to the Union for Sick Leave Bank approval.
  - 5. Leave donations shall be a minimum of one (1) hour increments.
- C. The Sick Leave Bank Program shall be administered according to this article.
  - 1. Any bargaining unit member who qualifies for the Family Medical Leave Act, shall be allowed up to two hundred forty (240) hours per twenty-four (24) month period from the Sick Leave Bank. Employee(s) must solicit their own hours prior/concurrently to using the Sick Leave Bank. Neither party may use the City's e-mail system for solicitation. Donated sick leave shall not extend the twelve (12) weeks of leave permitted under the Family Medical Leave Act.
  - 2. Employees who do not meet all criteria to qualify for the Family Medical Leave Act may be approved hours from the Sick Leave Bank on a prorated and case-by-case basis.
  - 3. Additional hours may be requested in writing and may be given upon the approval of the Executive Board on a case-by-case basis.

4. It is not the intent of this article to extend FMLA coverage beyond what is provided in the Act. The intent of this article is to simply clarify when a bargaining unit member may be eligible to request hours from the Sick Leave Bank.
5. Eligible employees must exhaust all types of leave before using Sick Leave Bank hours, including:
  - Annual
  - Sick
  - Compensatory
- D. Should an employee voluntarily leave employment with the City of Santa Fe the employee may donate up to one hundred sixty (160) hours of sick leave to AFSCME Local 3999 Sick Leave Bank.
- E. Hours donated to the sick leave bank by an employee shall not affect his/her eligibility in the Sick Leave Incentive Program.

#### Section 4 Annual Leave

- A. Bargaining unit employees shall accrue and utilize annual leave pursuant to the provisions of the current Rule 13.20, and pursuant to Article 21, Section 1, above.
- B. Employees shall make requests for annual leave to their immediate supervisor in advance within the time proportionate to the amount of leave requested (i.e., if the employee is requesting two (2) weeks of annual leave, the employee shall request it two (2) weeks in advance, etc.). In cases of an emergency, an employee may request an immediate use of annual leave.
- C. Requests for annual leave shall be considered on a first come, first served basis; however, when more than one (1) employee has requested the same annual leave time off at the same time, the supervisor shall select the requesting employee for approval of annual leave based on class seniority.
- D. Supervisors shall approve or deny the employee(s) request for annual leave on the appropriate forms within a reasonable amount of time.

#### Section 5 Administrative Leave

Bargaining unit employees shall receive administrative leave pursuant to the provisions of the current Rule 13.60 (A)(1).

#### Section 6 Voting Leave

- A. In accordance with the provision of Section 01-12-42, NMSA 1978, employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.
- B. The Employer shall specify the hours during this period in which the employee may be absent.



- C. These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls, or ends more than three (3) hours prior to the closing of the polls.
- D. If an employee is found to have abused this leave, the employee shall be subject to disciplinary action.

#### Section 7 Court Leave

- A. When, in accordance to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the City of Santa Fe Finance Department. In cases where employees are testifying against the City as the plaintiff or such appearances are for personal reasons, employees must use accrued annual, compensatory or personal holiday leave time.
- B. A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the City of Santa Fe Finance Department.
- C. An employee who is released from jury duty shall report to work upon release. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.
- D. At the employee's option, the hours of jury or court service may be taken as annual leave, provided the employee has sufficient leave available. An employee on annual leave will keep any compensation received from the jury or court service.

#### Section 8 Education Leave

- A. The purpose of such leave is to permit employees to pursue education to attend for-credit courses from an accredited institution of higher learning as well as training courses. This leave is to provide each employee with the ongoing opportunity to receive the education needed to facilitate the development of knowledge, skills and abilities related to his/her growth within the organization. The Employer shall refer to and further comply with Article 14 of this Agreement regarding training and education.
- B. An employee may request up to six (6) hours per week of educational leave for work on degree-related training or classes with pay for class attendance for courses that are scheduled during normal working hours and when approved according to the City of Santa Fe policies on tuition and training assistance. The Employer shall make every reasonable effort to accommodate employees' schedules to allow for training and education.
- C. Alternative class schedules that deviate from only six (6) hours of educational leave per week may be mutually agreed upon by the immediate supervisor and the employee.

#### Section 9 Leave Without Pay (LWOP)

- A. A department director may approve LWOP for up to ten (10) working days upon the written request from the employee. A request by an employee for LWOP in excess of ten (10) working

days must be approved by the department director, Human Resources Director and City Manager.

- B. LWOP, when requested, may be granted only when the department director can assure a position of like status and pay, at the location, upon the return of the person from LWOP.
- C. If the department cannot assure a position in the same location and the employee agrees in writing to waive that requirement, LWOP may be granted.
- D. LWOP may not exceed six (6) months during any twelve (12) month period in the case of a bargaining unit employee.
- E. Employees shall not accrue sick or annual leave while on LWOP.
- F. LWOP will be reported on a Human Resources Action Request Form only if it exceeds ten (10) working days.
- G. Failure to report to work upon the expiration of approved LWOP shall be considered as a voluntary resignation on the part of the employee.
- H. Return from LWOP in excess of ten (10) working days will be reported on a Human Resources Action Request Form.

#### Section 10 Military Leave

- A. In accordance with the provisions of pertinent state and federal law, all bargaining unit employees, except those in temporary or emergency status, who are members of organized units of the Army, Air National Guard or Air Force, Coast Guard, Navy or Marine Reserves, shall be given up to fifteen (15) working days military leave with pay annually in addition to other authorized leave when they are ordered to active duty training with such organized units, with proper documentation.
- B. In accordance with the provisions of state and federal law, the Governor as Commander-in-Chief, may grant any employee who is a member of the National Guard military leave with pay, in addition to that otherwise provided by law, not to exceed fifteen (15) working days per year for periods of active duty, with proper documentation.

#### Section 11 Family Medical Leave (FMLA)

Employees shall be granted family medical leave pursuant to the Family and Medical Leave Act of 1993 (FMLA).

#### Section 12 Parenting Leave for the Birth or Adoption of a Child

Pursuant to FMLA, bargaining unit employees shall be granted parental leave of twelve (12) weeks and the use, at their discretion, of sick leave, annual leave, leave without pay, and/or compensatory time or any combination thereof.

### Section 13 Injury Leave

- A. The first seven (7) days of absence following an employee's accidental injury arising out of an accident in the course of the employee's employment with the City shall be considered "injury leave" to be paid out of the appropriate department's budget with all the usual deductions made.
- B. After the first seven (7) days of injury, the employee may continue on injury leave at full salary up to but not exceeding six (6) months.
- C. During the period of time mentioned in Paragraph B, the employee will be allowed to accrue sick leave and annual leave at the normal rate, and PERA contributions will be matched "dollar for dollar" while the employee is on injury leave so that full PERA credit will continue.
- D. If the employee will be out more than six (6) months, he/she can petition the Workers Compensation Claims Review Committee who will, on a case-by-case basis, review each case and, if compensation is to be continued, establish compensation at the rates of Workers Compensation (66 2/3%) and injury leave (33 1/3%).
- E. During the period mentioned in Paragraph D, the employee will be allowed to accrue sick leave and annual leave on a prorated basis. PERA will also be paid on a prorated basis.
- F. The employee is encouraged whenever possible to return to "light" or "limited" duty as an incentive toward rehabilitation.

### Section 14 Mentor Leave

The Employer shall allow bargaining unit employees up to one (1) hour of paid work time per week to participate in a recognized mentorship program as designated by the Human Resources Department.

### Section 15 Administrative Leave for Educational Assistance

The Employer shall allow bargaining unit employees up to ten (10) hours of leave per calendar year, charged to administrative leave, for the purpose of participating and assisting a child or teen in school educational activities.

## ARTICLE 22 OVERTIME AND COMPENSATORY TIME

### Section 1 Overtime

The Employer shall compensate FLSA covered bargaining unit employees at the rate of one-and-a-half (1½) times the employee's regular rate of pay for hours worked in excess of forty (40) hours in a workweek. All overtime work requires the supervisor's prior authorization. Paid Holidays, Voting Time, Jury Duty, Administrative Leave, Personal Leave Day, Longevity Day, job related classes and/or necessary training, and actual hours worked are considered as time worked for the purpose of computing overtime compensation. Other forms of paid and unpaid leave are not considered as time worked for overtime purposes. Only FLSA covered employees are eligible for overtime payment.

## Section 2 Overtime Scheduling

- A. The parties agree that offering overtime to employees whose classifications qualify them for the work tasks that require overtime is of primary importance. Each division shall maintain and post a division seniority list, by classification and/or job function, in descending order where the most senior employee is listed first.
- B. Employees shall be offered overtime work on a rotational basis from the seniority lists, the first employee on the list being offered overtime first. When an employee works the requested overtime, he/she shall be rotated to the bottom of the list. If an employee declines the overtime, the subsequent employee on the list shall be offered the overtime, etc., until all employees on the list have been offered the opportunity to work overtime. If all employees decline overtime work, then the Employer shall assign overtime on a rotational basis in inverse order of the division seniority list.
- C. Overtime compensation will be given in accordance with the FLSA.
- D. Except in cases of emergencies, supervisors shall provide employees at least seven (7) calendar days advance notice when assigning overtime pursuant to Paragraph B, above. An emergency is defined for this paragraph as a one-time crisis that was unforeseen or unavoidable.
- E. The Employer shall not arbitrarily adjust or alter an employee's work schedule just to avoid paying overtime

## Section 3 Compensatory Time

- A. Compensatory time is defined as time off in lieu of overtime pay. Compensatory time is accrued at the rate of one-and-a-half (1½) times the hours worked in excess of forty (40) hours in a workweek for FLSA non-exempt employees. For FLSA non-exempt employees, compensation is paid as overtime unless the employee elects in writing to receive compensation time in lieu of paid overtime.
- B. Bargaining unit employees who are FLSA exempt shall receive compensation for overtime worked in the form of straight-time compensatory time.
- C. Employees may carry up to a maximum of one hundred (100) hours of compensatory time per calendar year.

## Section 4 Administrative Leave Rest Period

- A. This section shall apply to all bargaining unit employees who are required to work twenty (20) consecutive hours.
- B. An affected employee shall be granted six (6) hours of administrative leave by the Employer immediately following the twenty (20) hour work period.

## Section 5 Overtime Work Rest Period

- A. In the event a supervisor requests an employee to work an additional shift following his/her regular shift, the employee may with supervisor approval request leave to rest prior to the second shift.

- B. Leave used for this situation shall be counted as time worked for overtime purposes.

## ARTICLE 23 HOLIDAYS

- A. The following days shall be observed as legal holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day (Observed the Friday after Thanksgiving).
4. Memorial Day
5. Independence Day (4<sup>th</sup> of July)
6. Labor Day
7. Friday afternoon of Santa Fe Fiesta (four [4] hours)
8. Columbus Day
9. Armistice Day/Veteran's Day
10. Thanksgiving Day
11. Christmas Day

- B. The holidays listed in Paragraph A of this article shall be observed on the days indicated on the Employee Calendar provided by the Human Resources Department and distributed by Payroll in accordance with the provisions of this Agreement.

- C. The Holiday Pay Policy as described in the City's Personnel Rules and Regulations does not apply to bargaining unit employees.

- D. Employees whose day off falls on the observed holiday shall be given comp time to be used at some future day. The comp time given shall be as follows:

1. Eight (8) hours for full-time employees, however, all employees working mandatory shifts shall be compensated at scheduled hours.
2. Four (4) hours for part-time employees, however, all employees working mandatory shifts shall be compensated at scheduled hours.
3. Employees who work on a voluntary flex or non-mandatory shift, will adjust their work to five 8-hour days for that holiday week.

- E. Employees who are required to work on an observed holiday shall be compensated at the rate of two-and-a-half (2½) times their hourly rate including any pay differential.

- F. Employees who work their normally scheduled work day on Christmas Day, New Year's Day, or Independence Day, when such days are not the official observed holiday, shall receive their normal pay (including overtime if applicable) plus accrued administrative leave at the rate of straight time for each hour worked, to be used at a future date.

## ARTICLE 24            UNION SECURITY

### Section 1            Fair Share

- A. While the parties acknowledge that it is the right of each bargaining unit employee to either participate and voluntarily pay membership dues to the exclusive representative or opt out of any and all Union activities, it is also acknowledged that any advance to a bargaining unit employee's wages, benefits and working conditions obtained through this contract has been obtained through the collective bargaining process permitted by law. It is also acknowledged that both parties expend their own funds to implement this collective bargaining process.
- B. After this Agreement has been ratified by vote of the Union members and the Governing Body, the Employer agrees to deduct an amount not to exceed 85% of the membership dues rate, pursuant to Section 2, below, for a fair share payment from non dues-paying bargaining unit employees. The actual percentage amount of the fair share payment shall be presented to the Employer in writing for deduction before January 31st of every year. The fair share payment shall be a percentage of union membership dues which is calculated based upon the applicable United States constitutional law which identifies those expenditures by a labor organization which are permissibly chargeable to all employees covered by the bargaining unit.
- C. The Union shall provide a *Hudson* notice to all fair share bargaining unit employees before January 31st of every year, and a copy provided by the Union President to the Human Resources Department Director.

### Section 2            Payroll Deduction

- A. The Employer shall make employee payroll deductions each pay period for:
  - 1. Union membership dues;
  - 2. Fair share payments; and
  - 3. Voluntary PEOPLE deductions. Rule 9.11 under Political Activity, of the City of Santa Fe Personnel Rules and Regulations shall also be adhered to.
- B. All money deducted from wages under this Article shall be remitted to the Union via AFSCME New Mexico Council 18 promptly after the payday covering the pay period of deduction.
- C. Payroll deduction authorizations for Union membership dues in the possession of the Employer on the effective date of this Agreement will be honored. The Employer will honor individual payroll deduction authorization forms received after the effective date of the Agreement. Fair share payments require no authorization forms, but rather notification to the non-dues paying bargaining unit employees of the amount and reason for such payment. The Employer will begin the deduction promptly but in no event, no later than one (1) pay period after receipt of the payroll deduction authorization form from the employee or Union.
- D. The duty of the Employer to honor payroll deduction authorizations shall continue until the expiration of this Agreement or until otherwise approved by the Union and notification in writing has been given to the Employer by a duly authorized officer.

### Section 3 Dues Terminations and Reimbursements

- A. Dues deductions may be terminated at the written request of the employee to the Employer and the Union. The revocation form shall be submitted only between November 1, and November 30, of each year to the Human Resources Department and the Union for processing.
- B. The Employer shall immediately terminate dues deductions when an employee is transferred out of the bargaining unit or is separated from the City. In the event that dues/fair share deductions are to be terminated, the Employer shall notify the Union in writing the pay period the termination is to be effective. Notification shall include the names of the employees whose deductions are being terminated, whether they are dues members or fair share and the reason for the termination
- C. If in the event a reimbursement is owed to an employee due to a transfer out of the bargaining unit, the Employer shall request in writing to the Secretary-Treasurer no later than ten (10) working days after the effective date of the transfer, and shall include support documentation indicating the pay periods, amount and reason for reimbursement.

### Section 4 Insufficient Earnings & Indemnification Clause

- A. In accordance with the AFSCME Constitution, per capita tax payments increase every year; therefore dues and fair-share deductions are increased accordingly. Beginning the last pay period in December of each calendar year for the duration of this Agreement, the dues/fair-share deductions shall increase by an amount to be set forth in writing by the Union to the Employer from a duly authorized officer.
- B. The increase(s) shall take effect the last pay period in December for the following year.
- C. If an employee has insufficient earnings for the pay period, no payroll deductions will be made for that employee for that pay period.
- D. The Union agrees that it will indemnify, and hold the Employer harmless from and against any claims, actions or proceedings arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. This paragraph D shall not be applicable to those claims alleging a breach by the Employer of its legal duties or obligation under the United States Constitution.

## ARTICLE 25 WASH-UP TIME

The Employer shall provide a paid fifteen (15) minute period for employees in field, shop and aquatics job classifications of the bargaining unit to wash-up at the completion of their shift.

## ARTICLE 26 CLASSIFICATION AND PAY PLAN

### Section 1 Purpose

- A. The Classification and Pay Plan is intended to be employee-based as well as provide for equitable employee compensation and career growth. The plan shall also establish competitive salaries to allow the City to recruit and retain qualified employees. The expressed objectives for the Classification and Pay Plan for the City of Santa Fe are:

1. To assign appropriate range assignments based on internal equity;
  2. To establish entry pay rates that respond to the need to be competitive;
  3. To establish the minimum and maximum compensation values for each job; and
  4. To provide pay increases which recognize employee growth and experience on the job.
- B. The Classification and Pay Plan shall define pay ranges that allow consistent salary growth for each job classification in order to recognize employee longevity and increased knowledge, skills and abilities.

#### Section 2 Base Rate Salary Adjustment – Fiscal Year 2012/2013

- A. All bargaining unit employees who are non-probationary as of July 1, 2012 shall receive a salary adjustment of 2.0% effective the first full pay period in July 2012.
- B. The minimum and maximum for each range within the Classification and Pay Plan shall be increased by 2.0% as of July 1, 2012.
- C. The Employer and the Union, upon mutual agreement and with positive growth in gross receipt tax revenue for nine consecutive months may reopen this Section of this Article.

#### Section 3 Base Rate Salary Adjustment – Fiscal Year 2013/2014

Notwithstanding the provisions of Article 37, Section 3 of Article 26 shall be reopened for negotiation prior to FY 2013/2014.

#### Section 4 Living Wage

Living Wage Increases will be addressed in accordance with the Living Wage Ordinance No. 2003-8 Section 28-1.5 B.

#### Section 5 Salary Survey

- A. In order to verify the adequacy of the City pay levels with respect to general employment and economic conditions, the Employer shall conduct a salary survey upon completion of the classification study once every 3 years for implementation in the fourth (4<sup>th</sup>) year. Data obtained in this survey shall include salary ranges (minimum and maximum pay rates) for all classifications within the Classification and Pay Plan.
- B. The Employer and the Union shall meet and review the salary survey and shall mutually agree on implementation of any revision to the Pay Plan.

#### Section 6 Revising and Creating Classifications; and Reorganizations

When the Employer revises existing classifications, establishes new classifications, or reorganizes, the Employer and Union shall meet within fourteen (14) calendar days prior to implementation and make any necessary provisions relating to:



- The impact of current and newly created job classifications, and salary; and
- Inclusion or exclusion in the bargaining unit.

## Section 7 Right to Job Description

The Employer shall provide a written job description to the employee immediately upon hire and upon an employee's request. The Human Resources Department shall provide the Union with a copy of each job description and update when necessary.

## Section 8 Temporary Upgrades

- A. Employees shall not be required to perform duties of a higher classification as a regular assignment. However, when a bargaining unit employee is assigned to temporarily work in a higher classification, the Employer shall select a bargaining unit employee based on class seniority in accordance with Article 22, Section 2.B.
- B. The Employer shall compensate bargaining unit employees temporarily assigned to work at a higher classification for periods of five (5) consecutive work days or longer an increase of 10% of their wage to include all differentials and overtime pay at the rate of one-and-a-half (1½) times or the beginning wage of that classification, whichever is greater, for the duration of the reassignment. The Employer shall not alternate employees to avoid paying salary upgrade.
- C. In cases where the immediate supervisor can plan in advance and assign an employee to working out of class prior to it taking effect, the immediate supervisor shall notify the Human Resources Department in writing no less than five (5) working days prior to the effective date of reassignment so that all necessary actions may be processed. Reassignments shall be effective the first day of a pay period. In cases of emergency, the immediate supervisor shall notify the Human Resources Department at the first possible opportunity.

## Section 9 Request for Reclassification

- A. Either the Employer, or an employee covered by this Agreement who believes that his/her actual job position is not assigned to the classification that best represents the duties assigned by the Employer, may initiate a request for a position classification review through procedures established by the Human Resources Department. Such procedures may include a desk audit of the employee's job. Employees shall request in writing such classification review through their immediate supervisor. The Employer shall forward such requests to the Human Resources Department within thirty (30) calendar days.
- B. All actions related to a request for a classification review must be completed by the Employer in a period not to exceed sixty (60) calendar days from the date it was submitted to the Human Resources Department. The employee requesting the classification review shall be notified in writing by the Human Resources Department after completion of the review to inform the employee of its status (approval or disapproval), with an explanation of the decision.

## Section 10 Reclassification

- A. If the employee's position is subsequently assigned to a different job classification and the employee meets the minimum qualifications for that position, the employee shall be paid the

appropriate salary for the new job classification, effective the first day of the pay period following the date the reclassification was approved by the Human Resources Director and City Manager.

- B. For the purpose of maintaining equity within the Classification and Pay Plan, a reclassification may result in a salary increase from 0 to 20% or the minimum of the new grade, whichever is greater. The percentage of salary increase shall be consistent with the other bargaining unit employees within the new classification, unless the employee is currently earning more than existing bargaining unit employees in the same position classification.
- C. Under no circumstance shall a reclassification result in a reduction in an employee's pay.

#### Section 11 Equity Adjustments

Equity issues shall be addressed on a case-by-case basis by the Human Resources Department and the Union.

### ARTICLE 27 SPECIAL LICENSE AND CERTIFICATION

#### Section 1 Special License and Certification

Employees who acquire certification/licensure, which enable the employee to perform additional job duties and/or duties in another classification, are an asset to the City; however, it may not result in a pay increase in the employee's current classification. Compensation issues related to special licenses and certifications may be brought to the LMC for discussion.

#### Section 2 License and Certification Per Diem

Employees who are required to have a license or certification required for their job shall receive per diem and mileage to attend certification exams, unless a city vehicle is made available. The maximum mileage allowed outside the city limits by law shall be paid to employees who test during their non-work hours. Should such examination take place during the employee's regular work hours, time required for testing and reasonable travel time to and from the site of the exam shall be considered hours worked. Employees who test during regular work hours shall be provided transportation to and from the examination site.

#### Section 3 Certification/Renewal Fees

- A. The Employer shall reimburse employees the fees for such certifications and/or renewals for one (1) certification level per year when these are required for the job unless certification tests are required more often per state law. However, the employee shall be responsible for ensuring that he/she meets all requirements of the certification(s), including pertinent application and training credits.
- B. Employees who are required to have a CDL, and their routine work schedule falls during the normal business hours of the MVD, shall be compensated up to one (1) hour of straight time to renew their CDL every four (4) years. The Employer shall reimburse the cost of renewing the CDL when it is required for the employee's job.

## ARTICLE 28

## UNIFORM, FOOTWEAR AND TOOL ALLOWANCE

### Section 1 Uniforms For Certain Categories of Employees

Uniforms for every twelve (12) month period will be made available, in the most cost effective manner, to each employee:

- coded as Blue Collar in the City's Position Organizational Listing (POL), whose duties require field work, or whose divisions require identification.
- coded as Technical in the City's POL, whose job duties require field work, or whose divisions require identification.
- in another POL category such as Professional or Paraprofessional, if required by the department or division director to wear uniforms.
- Part-time employees in the above categories will receive uniforms and footwear on a pro-rated basis. Uniforms for part-time employees may be subject to review and determination by the Labor Management Committee, (LMC).

### Section 2 Composition of Uniforms

The employer will determine which employees and classifications are required to wear uniforms. The employer will communicate to the employee the specific uniform requirements.

An employee may request to wear a City issued uniform. Such requests are subject to review by the LMC. The type and cost of the requested uniform will be determined at the discretion of the LMC. Required uniforms shall consist of: pants, shirts, T-shirts, coveralls, jackets, and hats/caps with the appropriate City logo.

- PPE (Personal Protective Equipment) is addressed in Article 18 of this Agreement.
- All special needs shall be handled by the LMC. Any and all requests for special needs shall be in writing via the employee's Department Director to the LMC. Any and all requests that are medically related shall have documentation attached from a medical professional.
- Uniforms shall be replaced when approved documentation is provided of damage occurring on the job.

### Section 3 Tool Allowance and Damaged Tool Replacement

The Employer shall provide all tools required to perform the job. Employees who are required to own and maintain their own personal tools for use in the performance of their duties, shall receive up to four hundred dollars (\$400.00) reimbursement per calendar year for the purchase replacement of tools damaged in the performance of their duties. The allowance can be used for the purchase of new tools to keep up with changes in the automotive or equipment industry. The employee shall provide the Employer with a receipt as proof of purchase/justification for purchase, and shall return the damaged tool(s) to the Employer.

### Section 4 Procurement

- Employees shall be given the preference of vendor from which to purchase uniforms according to the approved list of vendors provided by the Purchasing Office.

- The employees shall choose the vendor but must purchase all uniform items from the chosen vendor, with the exception of footwear.
- Upon selection of the desired vendor, a purchase order will be issued to the selected vendor in the amount of \$500 on behalf of each employee required to wear a uniform. A separate purchase order for footwear shall be issued on behalf of the employee in the amount of \$200.
- Swim Instructors and Lifeguards shall receive \$600 per year for the purchase of swimwear, T-shirts, shorts, and sweatpants, and up to \$100 for aquatic/amphibious deck shoes.
- Upgrades to footwear are allowed, however, employees must pay the difference for approved footwear exceeding the allowable cost threshold.
- Any oversight or miscalculation of uniform needs by the employee shall result in purchase of the required items at the cost of the employee.
- Employees may purchase required items more or less frequently based on necessity up to \$500 per year, (\$200 for footwear, \$600 for Swim Instructors and Lifeguards and \$100 for footwear for Swim Instructors and Lifeguards). Alternate uniform requirements may exist at work sites with various work conditions. Substitutions may be made while remaining consistent with the required uniform.
- All employees shall have their measurements and sizes taken no later than August 1st.
- All purchase orders shall be ready by September 1st and all uniforms ordered by September 30.
- The purchase orders must be used and closed out by March 1, (with the exception of newly hired employees).

## Section 5

### Wear Restrictions

- Uniforms are intended to be worn only during work hours (special situations may exist).
- Employees shall not wear uniforms which have the city logo outside work hours. Special situations may apply.
- Employees are responsible to wear their required uniform during their work shift or as directed by the employer. Uniforms must be in good condition and must meet safety requirements. The employer is responsible for ensuring that this occurs. Failure to wear required uniform may result in disciplinary action.

## ARTICLE 29

### EMERGENCY CALL-IN GUARANTEE

- When an employee is called in and is required to report to work for an emergency prior to the beginning of his/her work day or is called back after the conclusion of his/her normal work day, the employee will be guaranteed for each such call-in a minimum of three (3) hours at the straight time rate, or actual hours worked at the overtime rate of one-and-a-half (1½) times, whichever is greater.
- On holidays the employee will be granted for each call-in a minimum of three (3) hours at the straight time rate, or actual hours worked at the overtime rate of two-and-a-half (2½) times, whichever is greater.
- Once an employee has been called-in, any subsequent call-ins that are within the first call-in period shall not be considered a second call-in guarantee.

- A second call-in guarantee will not be valid until after the first call-in guarantee time period has been exhausted.
- Emergency call-in time shall commence at the time the employee is contacted and shall include a reasonable amount of time for travel to work.
- If a bargaining unit employee is asked to stay after their regular work shift, the additional time worked shall be considered overtime and the provisions of this Article shall not apply.
- Emergency call-in guarantee will not be considered part of a normal work day. Any time outside a normal work day will be paid at time-and-a-half.

## **ARTICLE 30           STANDBY TIME**

- A. Standby is defined as time that an employee is required to be ready to report for duty or to respond to a work-related call during his/her time off where he/she cannot use his/her time off freely. Such time shall include time that an employee has been directed to remain within contact by telephone or electronic beeper in order to promptly respond to a call during his/her time off. Standby assignments shall be rotated beginning with the employee with the most division seniority.
- B. In addition to other applicable provisions of this agreement, the Employer shall compensate an employee placed on standby for:
1. One (1) hour pay at the rate of one-and-a-half (1½) times their normal rate for standby occurring on a normal work day;
  2. Two (2) hours pay at the rate of one-and-a-half (1½) times their normal rate for standby occurring on a regularly scheduled day off;
  3. Four (4) hours pay at the rate of one-and-a-half (1½) times their normal rate for standby occurring on an observed holiday.

## **ARTICLE 31           SHIFT DIFFERENTIAL**

- A. Employees who are assigned to work a shift outside the "normal" day shift shall be compensated a shift differential as stated below, regardless of a work site's hours of operation.
- B. A normal day shift is defined as a shift which begins between 6:00 a.m. to 9:00 a.m. A day shift is not eligible for a shift differential.
1. Employees who work a swing shift shall receive an additional \$0.75 for each hour of work performed between the hours of 3:00 p.m. and 11:00 p.m.
  2. Employees who work a graveyard shift shall receive an additional \$1.50 for each hour of work performed between the hours of 11:00 p.m. and 7:00 a.m.
- C. The Employer shall not change an employee's work schedule to avoid paying shift differential.

## **ARTICLE 32            PER DIEM AND MILEAGE**

- A.     Employees required to work or travel out of town shall receive the appropriate per diem or actual expenses as provided by state law.
- B.     When requested in writing by the employee at least five (5) calendar days in advance, 80% of per diem shall be paid in advance prior to the employee's travel date. All other per diem reimbursements must be paid to the employee within two (2) weeks of the written request for reimbursement.

## **ARTICLE 33 BENEFITS**

### **Section 1            Medical**

The Employer shall continue to offer a group medical insurance plan and shall pay 76.25% of the cost of the group medical insurance premiums for all bargaining unit employees.

### **Section 2            Dental**

The Employer shall continue to offer a dental coverage plan. The Employer shall pay 65% of the cost of premiums for the group dental insurance plan offered by the Employer for all bargaining unit employees who choose to participate in the plan. If the plan is changed as a result of a new contract or provider, any percent of premium increases or decreases charged by the provider shall be applied proportionately to both the Employer and bargaining unit employee based on the above percentage.

### **Section 3            Prescription Eyewear Benefits**

Prescription eyewear/contacts shall be provided for bargaining unit employees, up to one hundred seventy-five dollars (\$175) per twelve (12) month period. However, for employees in field or shop positions, such prescription eyewear must be City approved safety glasses. The City offers Vision Care Insurance. Bargaining unit employees who select this vision care insurance shall not be eligible to receive the \$175 benefit per 12 month period.

### **Section 4            Maintenance of Benefits**

Payment of the Employer's share of benefits shall be maintained during all approved leave, except during an extended period of leave without pay as described under Article 21, Section 10, Paragraph D of this Agreement. An employee approved for an extended period of leave without pay may choose to remain in the plan, but will have to pay the full cost of both the Employer's and employee's share of premiums. If during a period of suspension, salary is not available from a pay period to cover the premiums of any insurance coverage, the employee shall pay the full cost of premiums.

### **Section 5            Maintenance of Benefits Upon Termination**

The employee may choose to remain under the medical and dental coverage plan at 102% of the total monthly premiums under the Consolidated Omnibus Budget Act (COBRA) provision for eighteen (18) months due to termination; twenty-nine (29) months if termination was due to disabling condition or reductions in hours; or thirty-six (36) months for spouses or dependents upon death of the employee or when dependent child ceases to be qualified as a dependent under the group health plan. The

employee must pay the premium with a cashier's check to the Employer by the 10<sup>th</sup> of each month or coverage will be discontinued.

#### Section 6      Deferred Compensation

The Employer shall continue to provide a deferred compensation plan under Section 457(b) of the Internal Revenue Code. If at any time, the Employer makes a determination to select a new provider through the Request for Proposal (RFP) process, a Union representative shall serve on the evaluation committee.

#### Section 7      Workers Compensation

The Employer shall continue to provide a Workers Compensation program as provided by Resolution No. 1988-11 approved by the City Council on February 24, 1988, and in compliance with the New Mexico Workers Compensation Act.

#### Section 8      Term Life Insurance

The Employer shall continue to provide a term life insurance plan with basic life coverage of a minimum of ten thousand (\$10,000) dollars included as part of the medical plan and premium. The Employer shall continue to provide optional supplemental term life insurance coverage offered independently of the medical coverage based on the bargaining unit employee's salary at the rates prescribed by the insurance provider for two (2) times the employee's annual salary, with the Employer paying 60% of the cost of the employee's supplemental term life insurance premiums. Any percent of premium increases or decreases charged by the provider shall be applied proportionately to both the Employer and the bargaining unit employee based on the above percentage.

#### Section 9      Other Insurance Programs

The Employer shall continue to provide other insurance plans such as auto, universal life, long-term disability, cancer, intensive care, family life coverage, pre-paid legal, vision care and others. The insurance premiums shall be payroll deducted. Employees may subscribe to these insurances at the rates prescribed by the insurance firms. Such insurance shall continue to be offered only if at least ten percent (10%) of the employees elect to participate in a particular plan.

#### Section 10      Premium Only Plan (POP)

The Employer shall continue to provide an optional premium only plan in which the medical, dental, life, etc., premiums paid by an employee are tax deferred. The program shall comply with all IRS rules.

#### Section 11      Union Representation

Each union shall participate and have one vote on the Group Insurance Benefits Advisory Committee that is composed to establish, evaluate, advise on, and recommend group medical or dental insurance plans to the City Manager and the Governing Body.

#### Section 12      Employee Parking

- A. The Employer shall provide, without charge to employees, parking on a first-come, first-served basis at City facilities or at parking lots identified by the Parking Division.

- B. The following parking guidelines for employees in the downtown area shall remain in effect as established:
1. Employees shall park assigned city vehicles in spaces allocated or assigned by the Parking Division.
  2. Employees shall not park an assigned city vehicle or personal vehicle in spaces reserved for the mayor and/or city council.
  3. The Employer shall provide parking at no cost for the Union President and Vice President to conduct City/Union business.
  4. The Employer shall provide satellite parking permits at no cost to Union Chief Stewards to conduct City/Union business.

Section 13 Other Miscellaneous Benefits

- A. Employees may use their City of Santa Fe identification card to ride free on Santa Fe Trails buses.
- B. Employees shall be given a one time only 50% discount for a 15-day punch pass at Genoveva Chavez Community Center (G.C.C.C.).

**ARTICLE 34 INCENTIVE PAY ISSUES**

Section 1 Snow and/or Ice Removal Standby

- A. In order to address the City's responsibility to clear snow and/or ice where required, sometimes requiring that all available snow and/or ice removal equipment be deployed under twenty-four hour operations, the following snow and/or ice removal standby pay system is established:
- B. A snow and/or ice removal season is established. It is the period of the year when it is potentially necessary to remove snow and/or ice during twenty-four hour operations. It is between October 1 and April 30. For this period, based on weather forecasts, the employer shall make the determination and assign employees to either eight (8) or twelve (12) hour shifts according to Article 15 Section 4, and Article 22 Section 2 of this Agreement. If 12 hour shifts are assigned, "Shift 1" will begin between 6:00 p.m. and 6:00 a.m. and end 12 hours later; and "Shift 2" will begin between 6:00 a.m. and 6:00 p.m. and end 12 hours later. These hours recognize the importance of having streets cleared to the maximum extent possible in advance of the morning rush hour peak traffic.
- C. In advance of a snowfall, the Employer may place employees on snow and/or ice removal standby for the anticipated duration of the storm. The Employer shall notify employees in writing of said standby and shall retain copies of all notifications until the end of that fiscal year, June 30.
- D. When the Employer has decided to begin snow and/or ice removal standby, all bargaining unit employees so assigned shall be paid standby time per Article 30 paragraphs B.1, B.2 and B.3, and shift differential pay as outlined in Article 31. Snow and/or ice standby shall be paid for all



days employees are placed on standby time for, even if a storm does not materialize or if a storm ends earlier than expected.

- E. If it is necessary to transition employees to any night shifts, it will be necessary for the employer to temporarily send some employees home to get into twenty-four hour snow and/or ice removal operations, as well as to maintain compliance with USDOT regulations governing maximum driving times and minimum rest periods for CDL licensed drivers. Employees whose shifts are split in this manner will be compensated in the amount identified in Article 15 Section 3 (D), except that Section 3 (D)(2) shall not apply; compensation stipulated in Article 15 Section 3 shall be provided only once in any pay period, provided that one or more split shifts are assigned to an employee in that pay period.
- F. If employees are temporarily sent home early to transition to night shifts, and the storm ends early or does not materialize, the employer shall require these employees to report to work to complete their scheduled shift performing other snow related duties, as defined by the employer. At the employer's discretion, if snow related duties are not available, administrative leave may be considered, consistent with Article 21 Section 6, to assure that employees complete their scheduled shift.
- G. Overtime rest period applies to this section in accordance with Article 22 Section 5.

## Section 2      Emergency Incentive

In the event the City Manager declares an emergency, the provisions of Section 2 shall apply.

## Section 3:      Traffic Hazard Incentive Pay

Employees required to work in traffic, outside of their vehicle, more than fifty percent (50% ) of their work week, are eligible for Traffic Hazard Incentive Pay. This incentive is an amount equal to \$25.00 (twenty-five dollars) per month for full-time classified bargaining unit employees. This incentive is an amount equal to \$12.50 (twelve dollars and fifty cents) per month for part-time bargaining unit employees.

# ARTICLE 35      WHOLE AGREEMENT

## Section 1      Zipper Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining not removed by law. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement.

## Section 2      Memorandum of Understanding

For the life of this Agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. However, the matters within this Agreement may be interpreted during the term of the Agreement by mutual written agreement in the form of Memorandum of Understanding (MOU) via the LMC.

### Section 3      Employer Human Resources Policies

It is recognized that the Employer has certain Human Resources policies. The specifics of these policies have not been the subject of collective bargaining. The Union recognizes the Employer's right to establish and maintain such policies. However, such policies may apply to bargaining unit employees so long as they do not conflict with the terms of this Agreement.

#### **ARTICLE 36            GENERAL SAVINGS CLAUSE**

- A.      Should any part of this Agreement or any provision contained herein be declared invalid by the Public Employees Labor Relations Board and/or any court of competent jurisdiction, the validity of the remaining portions shall not be affected.
- B.      Should this occur, the parties will immediately meet to negotiate a suitable provision to replace the provision held invalid.

#### **ARTICLE 37            TERM OF AGREEMENT**

- A.      This Agreement is effective upon ratification and signature by the parties and shall become effective July 1, 2012 and shall expire on June 30, 2014.
- B.      This Agreement shall become null and void in the absence of express statutory language authorizing public sector collective bargaining.
- C.      Each party reserves the right to reopen only two (2) non-financial articles each for subsequent negotiations during the term of this agreement
- D.      All articles and provisions of this agreement shall be a mandatory subject of negotiations before the end of the term of agreement and shall begin in accordance with City of Santa Fe Ordinance No. 2007-6, Section 2-A, by September 1, 2012.

#### **ARTICLE 38            APPROPRIATIONS CLAUSE**

The terms of this Agreement are contingent upon sufficient appropriations and authorization of appropriations being made by the City's Governing Body for the performance of this Agreement. If sufficient appropriations and authorization of appropriations are not made by the City's Governing Body, this Agreement's appropriations shall terminate upon written notice being given by the Employer to the Union. The City's decision as to whether sufficient appropriations are available shall be final and subject to immediate renegotiation by the parties, upon written request by either party.

**AFSCME PAY RANGES EFFECTIVE JULY 1, 2012**

<b>RANGE</b>	<b>MINIMUM</b>	<b>MID-POINT</b>	<b>MAXIMUM</b>
<b>A16</b>	<b>11.3401</b>	<b>15.7219</b>	<b>20.1036</b>
<b>A17</b>	<b>12.0007</b>	<b>16.9556</b>	<b>21.9104</b>
<b>A18</b>	<b>13.2008</b>	<b>18.5493</b>	<b>23.8978</b>
<b>A19</b>	<b>14.5210</b>	<b>20.3026</b>	<b>26.0841</b>
<b>A20</b>	<b>15.9729</b>	<b>22.2309</b>	<b>28.4890</b>
<b>A21</b>	<b>17.5704</b>	<b>24.3524</b>	<b>31.1343</b>
<b>A22</b>	<b>19.3273</b>	<b>26.6858</b>	<b>34.0442</b>
<b>A23</b>	<b>21.2600</b>	<b>29.2525</b>	<b>37.2449</b>
<b>A24</b>	<b>23.3860</b>	<b>32.0760</b>	<b>40.7660</b>
<b>A25</b>	<b>25.7247</b>	<b>35.1820</b>	<b>44.6391</b>

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF SANTA FE:

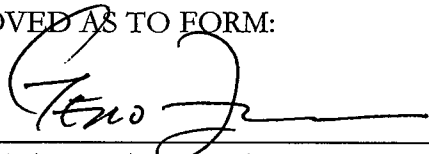
\_\_\_\_\_  
DAVID COSS, MAYOR

DATE: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
GENO ZAMORA, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MELVILLE MORGAN, DIRECTOR  
FINANCE DIRECTOR

\_\_\_\_\_  
Isaac J. Pino, Management Chief Negotiator

AFSCME REPRESENTATIVES:

\_\_\_\_\_  
Necasio (Nick) Lovato, President Local 3999

\_\_\_\_\_  
Jose Garcia, AFSCME Local 3999  
Chief Negotiator



July 9, 2012

Mayor David Coss  
City Councilors  
City of Santa Fe  
200 Lincoln Ave.  
Santa Fe, New Mexico 87501

Dear Honorable Mayor Coss and City Councilors,

This letter is to show support from Santa Fe Public Schools and Tierra Encantada Charter School located at 551 Alarid St. to allow M2 Productions – The Santa Fe Shows to serve alcohol for an event at El Museo Cultural – 555 Calle de la Familia. The dates and times for the event are August 10 from 5:30 to 9:00 p.m. and August 11, 12, 18, and 19 from 12:00 to 5:00 p.m. El Museo is less than 300 feet from Tierra Encantada Charter School; however, the function is after school hours, meets all security requirements, and there are no functions or events at Tierra Encantada Charter School during those dates and times. As Interim Superintendent of Santa Fe Public Schools, I do not have opposition to this request.

However, I do have opposition to the request for August 13 and 17 from 12:00 to 5:00 p.m. as these two dates are regular school days for the charter school and students will be in attendance.

Improving our lives through education.

A handwritten signature in dark ink, appearing to read "Tom Sullivan", is written over a horizontal line.

Tom Sullivan  
Interim Superintendent  
Santa Fe Public Schools

cc: Yolanda Vigil, City Clerk  
Daniel Benavidez, Tierra Encantada Charter School  
Kathleen Ortiz, Rodeo Plaza Liquors

*Exhibit "9"*

Rodeo Plaza Liquors  
2801 Rodeo Road  
Santa Fe, NM 87507  
(505) 473-2867

7-10-12

Yolanda Y. Vigil, CMC  
City Clerk  
City of Santa Fe  
200 Lincoln Ave. Room 215  
Santa Fe, NM 87504-0909

Dear Ms. Vigil:

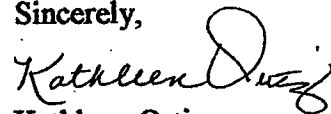
As per our telephone conversation today, on behalf of my client Mr. John Morris – M2 Productions, I am withdrawing August 13 and 17, 2012 dates from the original request for waiver submitted to Mayor Coss and the Santa Fe City Council dated June 27, 2012.

It is our understanding that Santa Fe Public Schools Interim Superintendent has recommended that these two dates not be approved for waiver, as students will be present at Tierra Encantada Charter School @ Alvord on those dates.

We wish to comply with this recommendation.

Thank you for your assistance with this modification to the original request for waiver.

Sincerely,



Kathleen Ortiz  
Rodeo Plaza Liquors

*Exhibit "10"*

**CITY OF SANTA FE, NEW MEXICO**  
**PROPOSED AMENDMENT(S) TO BILL NO. 2012-16**  
**(Fluoride in City Water Supply)**

---

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

**I propose the following amendment(s) to Bill No. 2012-16:**

1. On page 1, *delete* lines 18-25, paragraph A., and *insert* the following paragraph A., in lieu thereof:  
  
    A. The city water supply shall not be supplemented with additional fluoride ion.
2. On page 2, line 2, after "month" *insert* "to ensure that the fluoride ion levels are in conformance with the current maximum and secondary contaminant levels for fluoride as prescribed by the United States environmental protection agency"

Respectfully submitted,

---

Chris Calvert, Councilor

ADOPTED: \_\_\_\_\_

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

DATE: \_\_\_\_\_

---

Yolanda Y. Vigil, City Clerk

*Exhibit "11"*

## Professionals' Statement Calling for an End to Water Fluoridation

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### The Professionals' Statement Calling for an End to Water Fluoridation

*Professionals can add their name to the list of signers by clicking here.*

On August 9, 2007, the Fluoride Action Network released the Professionals' Statement Calling for an End to Water Fluoridation signed by over 600 professionals. As of February 2012, there are over 4,000 signers.

Statement in French | Italian | Spanish

U.S. signers by state:

• AL, AK, AZ, AR, CO, CT, DE, DC • California • FL, GA, HI • ID, IL, IN, IA, KS, KY • LA, ME, MD, MA, MI, MN, MS, MO, MT • NE, NV, NH, NJ, NM, NY, NC, ND • OH, OK, OR, PA, RI • SC, SD, TN, TX, UT • VT, VA, WA, WV, WI, WY

See INTERNATIONAL Signers

To learn more about the Professionals' Statement, click here

### THE STATEMENT:

We, the undersigned professionals, come from a variety of disciplines but all have an abiding interest in ensuring that government public health and environmental policies be determined honestly, with full attention paid to the latest scientific research and to ethical principles.

EIGHT recent events make action to end water fluoridation urgent.

**1. The publication in 2006 of a 500-page review of fluoride's toxicology by a distinguished panel appointed by the National Research Council of the National Academies (NRC, 2006).** The NRC report concluded that the US Environmental Protection Agency's (EPA) safe drinking water standard for fluoride (i.e. maximum contaminant level goal or MCLG) of 4 parts per million (ppm) is unsafe and should be lowered. Despite over 60 years of fluoridation, the report listed many basic research questions that have not been addressed. Still, the panel reviewed a large body of literature in which fluoride has a statistically significant association with a wide range of adverse effects. These include an increased risk of bone fractures, decreased thyroid function, lowered IQ, arthritic-like conditions, dental fluorosis and, possibly, osteosarcoma.

**The average fluoride daily intakes (\*) associated with many of these adverse effects are reached by some people consuming water at the concentration levels now used for fluoridation -- especially small children, above average water drinkers, diabetics, people with poor kidney function and other vulnerable sub-groups.** For example, the average fluoride daily intake associated with impaired thyroid function in people with iodine deficiency (about 12% of the US population) is reached by small children with average consumption of fluoridated water at 1 ppm and by people of any age or weight with moderate to high fluoridated water consumption. Of special note among the animal studies is one in which rats fed water containing 1 ppm fluoride had an increased uptake of aluminum into the brain, with formation of beta-amyloid plaques, which is a classic marker of Alzheimer's disease pathology in humans. **Considering the substantial variation in individual water intake, exposure to fluoride from many other sources, its accumulation in the bone and other calcifying tissues and the wide range of human sensitivity to any toxic substance, fluoridation provides NO margin of safety for many adverse effects, especially lowered thyroid function.**

\* Note: "Daily intake" takes into account the exposed individual's bodyweight and is measured in mg. of fluoride per kilogram bodyweight.

**2. The evidence provided by the US Centers for Disease Control and Prevention (CDC) in 2005 that 32% of American children have dental fluorosis -- an abnormal discoloration and mottling of the enamel. This irreversible and sometimes disfiguring condition is caused by fluoride.** Children are now being overdosed with fluoride, even in non-fluoridated areas, from water, swallowed toothpaste, foods and beverages processed with fluoridated water, and other sources. Fluoridated water is the easiest source to eliminate.

*Exhibit "12"*



**3. The American Dental Association's policy change, in November 2006, recommending that only the following types of water be used for preparing infant formula during the first 12 months of life: "purified, distilled, deionized, demineralized, or produced through reverse osmosis."** This new policy, which was implemented to prevent the ingestion of too much fluoride by babies and to lower the risk of dental fluorosis, clearly excludes the use of fluoridated tap water. The burden of following this recommendation, especially for low income families, is reason alone for fluoridation to be halted immediately. Formula made with fluoridated water contains 250 times more fluoride than the average 0.004 ppm concentration found in human breast milk in non-fluoridated areas (Table 2-6, NRC, 2006).

**4. The CDC's concession, in 1999 and 2001, that the predominant benefit of fluoride in reducing tooth decay is TOPICAL and not SYSTEMIC.** To the extent fluoride works to reduce tooth decay, it works from the outside of the tooth, not from inside the body. It makes no sense to drink it and expose the rest of the body to the long term risks of fluoride ingestion when fluoridated toothpaste is readily available.

Fluoride's topical mechanism probably explains the fact that, since the 1980s, there have been many research reports indicating little difference in tooth decay between fluoridated and non-fluoridated communities (Leverett, 1982; Colquhoun, 1984; 1985 and 1987; Diesendorf, 1986; Gray, 1987; Brunelle and Carlos, 1990; Spencer, 1996; deLiefde, 1998; Locker, 1999; Armfield and Spencer, 2004; and Pizzo 2007 - see citations). Poverty is the clearest factor associated with tooth decay, not lack of ingested fluoride. According to the World Health Organization, dental health in 12-year olds in non-fluoridated industrialized countries is as good, if not better, than those in fluoridated countries (Neurath, 2005).

**5. In 2000, the publication of the UK government sponsored "York Review," the first systematic scientific review of fluoridation, found that NONE of the studies purporting to demonstrate the effectiveness of fluoridation to reduce tooth decay were of grade A status, i.e. "high quality, bias unlikely" (McDonagh et al., 2000).**

**6. The publication in May 2006 of a peer-reviewed, case-controlled study from Harvard University which found a 5-7 fold increase in osteosarcoma (a frequently fatal bone cancer) in young men associated with exposure to fluoridated water during their 6th, 7th and 8th years (Bassin et al., 2006).** This study was surrounded by scandal as Elise Bassin's PhD thesis adviser, Professor Chester Douglass, was accused by the watchdog Environmental Working Group of attempting to suppress these findings for several years (see video). While this study does not prove a relationship between fluoridation and osteosarcoma beyond any doubt, the weight of evidence and the importance of the risk call for serious consideration.

**7. The admission by federal agencies, in response to questions from a Congressional subcommittee in 1999-2000, that the industrial grade waste products used to fluoridate over 90% of America's drinking water supplies (fluorosilicate compounds) have never been subjected to toxicological testing nor received FDA approval for human ingestion (Fox, 1999; Hazan, 2000; Plaisier, 2000; Thurnau, 2000).**

**8. The publication in 2004 of "The Fluoride Deception" by Christopher Bryson.** This meticulously researched book showed that industrial interests, concerned about liabilities from fluoride pollution and health effects on workers, played a significant role in the early promotion of fluoridation. Bryson also details the harassment of scientists who expressed concerns about the safety and/or efficacy of fluoridation (see Bryson interview).

**We call upon Members of Congress (and legislators in other fluoridating countries) to sponsor a new Congressional (or Parliamentary) Hearing on Fluoridation** so that those in government agencies who continue to support the procedure, particularly the Oral Health Division of the CDC, be compelled to provide the scientific basis for their ongoing promotion of fluoridation. They must be cross-examined under oath if the public is ever to fully learn the truth about this outdated and harmful practice.

**We call upon all medical and dental professionals, members of water departments, local officials, public health organizations, environmental groups and the media** to examine for themselves the new documentation that fluoridated water is ineffective and poses serious health risks. It is no longer acceptable to simply rely on endorsements from agencies that continue to ignore the large body of scientific evidence on this matter -- especially the extensive citations in the NRC (2006) report discussed above.

The untold millions of dollars that are now spent on equipment, chemicals, monitoring, and promotion of fluoridation could be much better invested in nutrition education and targeted dental care for children from low income families. The vast majority of enlightened nations have done this (see statements).

**It is time for the US, and the few remaining fluoridating countries, to recognize that fluoridation is outdated, has serious risks that far outweigh any minor benefits, violates sound medical ethics and denies freedom of choice. Fluoridation must be ended now.**

## References for: Professionals Statement Calling for an End to Water Fluoridation

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To see the Professionals Statement, click here

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"Question 2. What chronic toxicity test data are there on sodium fluorosilicate? On hydrofluorosilicic acid?  
[Response]: ... In collecting the data for the fact sheet, EPA was not able to identify chronic studies for these chemicals..."

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[http://www.keepers-of-the-well.org/gov\\_resp\\_pdfs/NSF\\_response.pdf](http://www.keepers-of-the-well.org/gov_resp_pdfs/NSF_response.pdf)

[PAGE 6] "Question 2. Under General Requirements 3.2.1, formulation submission and review, ANSI/NSF 60 -1999, are manufacturers of hydrofluosilicic acid and silicofluorides required to "submit for each product, when available, a list of published and unpublished toxicological studies relevant to the treatment chemical and the chemicals and impurities present in the treatment chemical?"

[Response]: The standard requires that the manufacturer of a product submitted for certification provide toxicological information, if available. NSF requires that manufacturers seeking certification to the standard submit this information as part of their formulation or ingredient supplier submission."

[PAGE 8] "Question 3. Have any studies on hydrofluosilicic acid or silicofluorides been submitted to NSF under claimed Confidential Business Information protection?

[Response] There have not been any studies on hydrofluosilicic acid or silicofluorides submitted to NSF under claimed Confidential Business Information protection."

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[http://www.nap.edu/catalog.php?record\\_id=11571](http://www.nap.edu/catalog.php?record_id=11571)

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[http://keepersofthewell.org/product\\_pdfs/FDA\\_response\\_pt.pdf](http://keepersofthewell.org/product_pdfs/FDA_response_pt.pdf)

[PAGE 1] "Fluoride, when used in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or animal, is a drug that is subject to Food and Drug Administration (FDA) regulation." and then

[PAGE 2] "No NDAs [New Drug Applications] have been approved or rejected for fluoride drugs meant for ingestion."

[PAGE 2] "Drugs in use prior to 1962 are being reviewed under a process known as the drug efficacy study implementation (DESI). The DESI review of fluoride-containing products has not been completed."

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Thurnau RC, (2000), Chief Treatment Technology Evaluation Branch Water Supply and Water Resources Division, Office of Research and Development, USEPA National Risk Management Research Laboratory. Letter to Roger D. Masters Research Professor of Government Dartmouth College Department of Government 6108 Silsby Hall Hanover, New Hampshire 03755-3547 November 16. [http://keepersofthewell.org/product\\_pdfs/Masters-EPA-00.pdf](http://keepersofthewell.org/product_pdfs/Masters-EPA-00.pdf)

"To answer your first question on whether we have in our possession empirical scientific data on the effects of fluorosilicic acid or sodium silicofluoride on health and behavior, our answer is no. Health effects research is primarily conducted by our National Health and Environmental Effects Research Laboratory (NHEERL). We have contacted our colleagues at NHEERL and they report that with the exception of some acute toxicity data, they were unable to find any information on the effects of silicofluorides on health and behavior..."

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#### NEW MEXICO

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To Members of the Santa Fe City Council:

In regards to **BILL NO. 2012-16 # 6 on the agenda** of July 11, 2012

**Introduced by:**

Councilor Chris Calvert Councilor Chris Rivera Councilor Bill Dimas

The health of the Santa Fe population rests in your hands. We cannot live without water and its purity or lack thereof is dependent upon your knowledge of the effects fluoridation of the water supply has on those subjected to drinking it.

It is well substantiated that fluoride has no benefit whatsoever when taken orally. However, there are multiple reasons that it is harmful when taken this way.

1. Fluoridation of the community water supply is a violation of an individual's right to informed consent by being forced to use unannounced medication with no controlled dosages, no FDA approval, no safety-testing and no revealing of the serious side effects which are life shortening.
2. Fluoride is not an essential nutrient and is considered more toxic than lead.
3. Children in fluoridated countries are over exposed to fluoride creating spots on their teeth (fluorosis), <sup>1/3</sup> here
4. The chemicals used to fluoridate water are hazardous wastes from fertilizer and aluminum plants.
5. Fluoride collects in our bones making them brittle.
6. It accumulates in the thyroid, the hypothalamus and the Pineal Gland disrupting our endocrine system and impairing brain function. IQ tests lower in heavily fluoridated communities.

Japan and most Western European countries have banned its use. Santa Fe is a place of healing attracting people from throughout the world to partake of the expertise of our practitioners. How can the city invalidate the healing aspects that Santa Fe conveys to the world by polluting the water supply!

**Why are you wasting money poisoning the people?**

[www.fluoridealert.org](http://www.fluoridealert.org)    [www.westonaprice.org](http://www.westonaprice.org)

Submitted by Oshana C. Spring at 3 Montecito, SF, NM 87506

*Oshana C. Spring N.D.*

*Exhibit "13*

7/11/12 Public Hearing 7:00 P.M  
Bill 2012-16 # 6 on the agenda  
City Counsel 200 Lincoln St.

#### **HEALTH ALERT: FLUORIDE IN DRINKING WATER**

- If you swallow a pea-size amount of toothpaste, on the tube FDA says to call Poison Control; this is *the same amount of fluoride in one 8-ounce glass of water.*
- CDC studies show fluoride poisoning in 41% of children
- Water fluoridation is the mass medication of people without informed consent, without a controlled dose, without medical monitoring and without FDA approval
- You are not being told of its health dangers & side effects
- ADA/CDC warns against giving infants fluoride water
- Fluoride is a drug, a potent neurotoxin: by Gov't definition
- 97% of Western Europe has chosen fluoride-free water

**WARNING: FLUORIDE** causes tooth staining, brittle teeth and bones. Fluoride can cause neurological disorders, thyroid malfunction, arthritis, bone cancer, migraines, infertility, lower IQ and more. Fluoride chemicals added are toxic liquid acid wastes from air pollution control devices in the chemical fertilizer industries. Reduction of tooth decay is the same in non-fluoridated areas. High amounts in toothpaste, mouth rinses, sodas. Don't be tricked by those who claim fluoridation is "safe and effective". Dentists may *believe* this, but it is neither.

13 Nobel Prize winners in medicine and chemistry opposed fluoridation  
300 EPA water scientists say fluoridation borders on criminal activity  
3800 dentists, doctors, nurses have signed petitions to ban fluoridation

#### **JUST SAY NO!**



#### **DON'T DRINK THE FLUORIDE**

#### **TAKE ACTION: Distribute these!**

Phone in complaints to local health and water departments-Demand **fluoride-free** water; warnings on water bills & public notice. They must investigate & respond.

**500 References:** <http://bit.ly/F-out>

**PRINT MORE** <http://bit.ly/F-ions>

**Ask for CLEAN Drinking Water**

Exhibit "14"

**Water Fluoridation**  
Rudy Blea, Director  
Office of Oral Health  
New Mexico Department of Health  
Public Health Division/Health Systems Bureau

**I. Fluoride**

1. What is fluoride? Fluoride is a natural occurring mineral! Water is essential to the wellbeing of human being. Supplemented natural fluoridated water has been proven to enhance the structure of a tooth.
2. Is it a mineral or medicine? It is a mineral and when present at the right levels has two benefits: prevents tooth decay and contributes to healthy bones.
3. Availability of fluoride in other products = reduce level.
4. Recommended level by CDC and EPA is reduced to 0.7 PPM.

**II. Community Water Fluoridation**

1. What is community water fluoridation? It is the supplementing of the natural fluoride level within a water system to provide the benefits to a community?
2. Why is it important? Scientific studies have been conducted to show that appropriate levels of fluoride within a water system provide a preventive agent to support good oral health – healthy teeth.
3. How fluoridation and other prevention methods can reduce the incidence of tooth decay. Should an individual practice good oral hygiene, eat nutritiously, see a dentist on a regular basis, and consume fluoridated water will lead to a healthy oral cavity.
4. Reduction in recommended fluoride drinking levels contributes to an unhealthy community, especially affecting children.

**III. Statistics**

1. In Santa Fe County 67% of its adult residents saw a dentist. 2000 Study of NM 3<sup>rd</sup> graders identified that 26% of these children had active tooth decay.
2. 2010 18.5% of those 65+ had their teeth extracted – lack of resources or dental insurance to cover costs of dentures.
3. NM ranks 49<sup>th</sup> in the availability of dentist per capita, a professional shortage.
4. 2008 23% of NM residents were uninsured. With the economic crisis the country has experienced that rate has increased.
5. 2009 23% of NM residents were uninsured.
6. It is proven that children of Hispanic, Native American and African American experience twice as much tooth decay than White children (and is applicable to adults as well)
7. Children in our schools, both pre-schools, elementary schools and high school have tooth decay. If they have had the opportunity to go to a dentist have had their teeth restored and move on with their lives.

**IV. Water fluoridation in Santa Fe**

1. City of Santa Fe has been providing fluoridated water to its customers for over 50 years.
2. No ill effects within the community

**V. A Healthy Oral Health Santa Fe Community**

*Exhibit "15"*



1. Prevention: community fluoridated water, good oral hygiene, good eating habits and seeing a dentist twice a year. Oral health is part of our general health
2. Many have medical insurance but few have dental insurance.
3. Healthy children – to receive a good education need:
  - a. Good oral health
  - b. Good nutritious food
  - c. Exercise to reduce the incidence of diabetes and obesity.
  - d. Healthy environment
4. Healthy adolescent and adults need:
  - a. Good oral health
  - b. Good nutrition
  - c. Exercise
  - d. Reduce consumption of tobacco products and alcohol.
5. Oral health and general health contribute to a healthy and productive community.
  - a. Community water fluoridation contributes to a health Santa Fe.

Keep Santa Fe fluoridated! Support good national and local public health practices and policy.

Why do we need to do this?



Exhibit "16"

CCC - Flores del Sol HS - Organismo  
MYS - Sec. de Educación - CECyT - Superior  
Kearney - Kearney - Kearney - Kearney - Kearney

## Fluoridation: Facts and Fiction

- ☒ Does water fluoridation cause a decrease in bone health?  
No.
- ☒ Do studies show an increase in cancer rates in communities where fluoride is added to the drinking water?  
No.
- Is dental fluorosis or mottling of the teeth the first visible sign of fluoride poisoning in children?  
No.
- ☒ Is fluoride a poison?  
No.
- Is fluoride an enzyme poison-does it inhibit the activity of enzymes in humans?  
No.
- ☒ Are there harmful contaminants in the fluorides used for water fluoridation?  
No.
- Is the cumulative effect of exposure to fluoride from water, air, toothpaste, and foods prepared with fluoridated water dangerous over a lifetime?  
No.
  - Is adjusted water fluoridation considered more harmful than naturally occurring fluoridation?  
No.
  - Is fluoridated water harmful to fish?  
No.
- ☒ Has "industrial grade" fluoride been tested for safety and effectiveness?  
Yes.
- ☒ Are fluorides used to fluoridate water supplies a waste product of the phosphate fertilizer industry and aluminum manufacturing industries?  
No.
- Does water containing 1.0 ppm fluoride contain poisonous amounts of fluoride after boiling?  
No.
- ☒ Are fluorides approved by the U.S. Food and Drug Administration (FDA)?  
Not Required.
- ☒ Can the fluoridation of public water supplies be documented as a scientifically proven method in the reduction of dental caries?  
Yes.
- Does the fluoridation of public water supplies target the group which would benefit the most from its addition, namely infants and young children under the age of 12, and does it have any known benefit for adults?  
Yes.
  - Does fluoridation constitute experimentation on humans without their consent?  
No.
- ☒ Is fluoridation compulsory mass medication? Is everyone compelled to drink fluoridated water?  
No.
- ☒ Are there legal ramifications for mandating the use of an "untested" product for public consumption?  
No.
- ☒ Is water fluoridation a cost-effective means to prevent tooth decay?  
Yes.
- Is fluoridation considered wasteful because a small proportion of the water goes for human consumption?



## Surgeon General's Statement on Community Water Fluoridation, 2004

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Since the 1950s, each U.S. Public Health Service Surgeon General has committed his or her support for community water fluoridation. Below is the most recent endorsement supporting community water fluoridation from

Surgeon General, Richard H. Carmona, MD, MPH, FACS, VADM, USPHS.

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As noted in *Oral Health in America: A Report of the Surgeon General*

(<http://www.surgeongeneral.gov/library/oralhealth/>), community water fluoridation continues to be the most cost-effective, equitable and safe means to provide protection from tooth decay in a community. Scientific studies have found that people living in communities with fluoridated water have fewer cavities than those living where the water is not fluoridated. For more than 50 years, small amounts of fluoride have been added to drinking water supplies in the United States where naturally-occurring fluoride levels are too low to protect teeth from decay. Over 8,000 communities are currently adjusting the fluoride in their community's water to a level that can protect the oral health of their citizens.

Over 170 million people, or 67 percent of the United States population served by public water supplies, drink water with optimal fluoride levels for preventing decay. Of the 50 largest cities in the country, 43 are fluoridated. Although water fluoridation reaches some residents in every state, unfortunately, only 24 states are providing these benefits to 75 percent or more of their residents.

A significant advantage of water fluoridation is that all residents of a community can enjoy its protective benefit—at home, work, school, or play—simply by drinking fluoridated water or beverages and foods prepared with it. A person's income level or ability to receive routine dental care is not a barrier to receiving fluoridation's health benefits. Water fluoridation is a powerful strategy in our efforts to eliminate differences in health among people and is consistent with my emphasis on the importance of prevention.


The U.S. Centers for Disease Control and Prevention has recognized the fluoridation of drinking water as one of ten great public health achievements of the twentieth century. Water fluoridation has helped improve the quality of life in the United States by reducing pain and suffering related to tooth decay, time lost from school and work, and money spent to restore, remove, or replace decayed teeth. An economic analysis has determined that in most communities, every \$1 invested in fluoridation saves \$38 or more in treatment costs. Fluoridation is the single most effective public health measure to prevent tooth decay and improve oral health over a lifetime, for both children and adults.

While we can be pleased with what has already been accomplished, it is clear that there is much yet to be done. Policymakers, community leaders, private industry, health professionals, the media, and the public should affirm that oral health is essential to general health and well being and **take action**

([http://www.cdc.gov/oralhealth/publications/factsheets/call\\_to\\_action.htm](http://www.cdc.gov/oralhealth/publications/factsheets/call_to_action.htm)) to make ourselves, our families,

and our communities healthier. I join previous Surgeons General in acknowledging the continuing public health role for community water fluoridation in enhancing the oral health of all Americans.

**Richard H. Carmona, M.D., M.P.H., F.A.C.S.**  
**VADM, USPHS**  
*United States Surgeon General*

 This statement is also available as a **PDF file** ([../pdf/SGstatement.pdf](#)) (PDF– 90K). Learn about viewing PDF files with **Adobe Acrobat** (<http://www.cdc.gov/nccdphp/shared/pdfinfo.htm>).

Historical Document

Date last Reviewed: August 3, 2006

Content source: **Division of Oral Health** (<http://www.cdc.gov/oralhealth/>), **National Center for Chronic Disease Prevention and Health Promotion** (<http://www.cdc.gov/nccdphp/>)

Page Located on the Web at [http://www.cdc.gov/fluoridation/fact\\_sheets/sg04.htm](http://www.cdc.gov/fluoridation/fact_sheets/sg04.htm)

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**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**CENTERS FOR DISEASE CONTROL AND PREVENTION**  
**SAFER • HEALTHIER • PEOPLE™**

fluoride in drinking water and cancer. Several independent expert panels of epidemiologists have reviewed the relevant scientific literature and agree that there is no credible evidence for an association between either naturally occurring fluoride or adjusted fluoride in drinking water and risk of cancer in humans (National Research Council, 1993).

**Reference:** National Research Council. 1993. Health Effects of Ingested Fluoride. National Academy Press, Washington, D.C.


### **C. Poison**

**Is fluoride a poison? No.**

Fluoride is NOT a poison at the concentrations found in optimally fluoridated water. Like minerals such as zinc and iron, fluoride is classified by the National Research Council as an important trace element in human nutrition (National Research Council, 1990). But, like many common substances vital for health, fluoride can be poisonous in excessive amounts. Daily intake over many years of 20-80 milligrams or more, depending upon body weight, is required to produce symptoms of chronic poisoning. Doses such as these are associated with water supplies that contain at least 10 ppm of naturally-occurring fluoride. Millions of people have been consuming water containing natural or adjusted fluoride at 0.7-1.2 ppm throughout their lives with no adverse health effects. The Society of Toxicology has stated that, "Under controlled conditions as recommended by qualified public health authorities, the Society of Toxicology finds water fluoridation to be a safe measure." (Society of Toxicology, 1968).

**Reference:** National Research Council. 1990. Food and Nutrition Board. Recommended Dietary Allowances, Tenth Edition, Washington, D.C., National Academy of Sciences. Society of Toxicology. Water fluoridation safety statement, approved by the Council of the Society. October 30, 1968.

## **3. Fluoride is Effective in Preventing Tooth Decay**

 **Can the fluoridation of public water supplies be documented as a scientifically proven method in the reduction of dental caries? Yes.**

The effectiveness of water fluoridation has been well documented in the scientific literature for over 50 years. The initial studies in Grand Rapids, Michigan; Newburgh, New York; and Evanston, Illinois, proved unequivocally that fluoridation, at the optimal concentration of 1.0 ppm, reduces the incidence of dental caries by 50-70 percent (Arnold, et al, 1962 and Ast and Fitzgerald, 1967). A review of the literature showed that, in the United States alone, 113 studies were analyzed for caries effectiveness. Effectiveness ranged between 15-60 percent, depending upon age group and type of teeth (Murray, 1993). It has also been demonstrated that caries will increase if water fluoridation is discontinued in

## 1. Cost-Effective use of Community Water Fluoridation

**Is water fluoridation a cost-effective means to prevent tooth decay? Yes.**

Data from scientific studies continue to demonstrate that fluoridation has significant lifelong decay-preventing effects and has consistently proven to be the most cost-effective means of preventing tooth decay, regardless of socioeconomic status. The annual cost to fluoridate a community averages \$.51 per person per year, depending on community size, labor costs, and type of chemicals and equipment used. (Garcia, 1989). This figure amounts to less than the cost of one filling. Direct and indirect benefits are apparent. The need for restorative dental care is lower in fluoridated communities. Also, there is a reduction in pain, healthier-looking teeth, and fewer sick days for children from time lost from school or work due to dental disorders or visits to the dentist. All taxpayers pay the cost of treating dental disease, not just the affected individual, through publicly funded dental programs provided by the health department, the human services/Medicaid department, community clinics, health insurance premiums, and the military.

**Reference:** Garcia, A.I. 1989. Caries incidence and costs of preventive programs. J. Public Health Dent. 49 (Special Iss): 259-71.

## 2. Safety

### A. Bone Health

**Does water fluoridation cause a decrease in bone health? No.**

Current research indicates that, in large enough doses, fluoride stimulates the formation of bone, increases bone formation earlier, and increases spinal bone density. ~~Additional research is necessary to determine if a cause and effect relationship exists between fluoride in drinking water and bone health (Phipps, 1995).~~ A study by Pak has shown that an experimental treatment with sodium fluoride, one of the types of fluoride chemicals added to drinking water, and calcium citrate can stimulate mineral buildup and prevent new fractures in osteoporotic bones of the spinal column (Henriksen, 1994).

**References:** Henriksen, O. 1994. Boning up: new ways to prevent fractures in older Americans. Nat. Ctr. Res. May, June, (18) 3:4-7. Phipps, K. 1995. Fluoride in bone health. J. Pub. Hlth. Dent. 55(5):53-56.

### B. Cancer

**Do studies show an increase in cancer rates in communities where fluoride is added to the drinking water? No.**

More than fifty studies have evaluated the possibility of an association between

Santa Fe City Council

July 11, 2012

Ronald J. Romero, DDS, MPH

Fluoridation of community drinking water has been practiced in the U.S. for more than 60 years and in Santa Fe more than 50 years. It is accepted as a safe and effective public health practice for people of all ages. The past five Surgeon General's have recommended communities fluoridate their water to prevent tooth decay.

**Benefits of Fluoridation**

- Water fluoridation ranks as one of ten great public health achievements of the 20th century according to the Surgeon General 2000.
- All drinking water naturally contains some fluoride. Community water fluoridation is the process of adjusting the naturally occurring fluoride level to the optimum level for preventing tooth decay.
- Adults, as well as children, benefit from drinking fluoridated water throughout their lives.
- More than half (62%) of the U.S. population live in communities served by fluoridated water supplies.
- Community water fluoridation has the endorsement of every major health organization in the United States and many other countries, as well as every Surgeon General for the past 50 years.

⊗ The concentration of fluoride in community drinking water is controlled <sup>and</sup> within plus or minus 0.1 parts per million and represents no health hazards.

- Every \$1 spent on fluoridation saves \$38 in dental treatment costs. --

Community Water Fluoridation:

- Is an ~~effective~~, ~~safe~~ and ~~inexpensive~~ way to prevent tooth decay.
- Scientific evidence supports the use of community water fluoridation

- 65% of NM children have experienced tooth decay by 3<sup>rd</sup> grade  
- only ~40% of Santa Fe County children were caries free  
in an OTS conducted by the DOTH in 2000.

- strongly & enthusiastically recommend the continuation  
of Water F1 and keeping it at the ~~current~~ recommendation  
of 0.7 ppm



*for example*  
a community for an extended period. ~~One example is in Antigo, Wisconsin.~~  
Antigo started fluoridating its community water supplies in 1949 and discontinued it in 1960. Five and one-half years later, second graders had more than 200 percent more decay, fourth graders had 70 percent more, and sixth graders had 91 percent more decay than those of the same age in 1960 (Lemke, et al, 1970). Such accumulation of scientific evidence has consistently proven that children, adolescents, adults, and seniors show a lower caries prevalence in fluoridated communities.

**References:** Arnold, R., Jr. et. al. 1962. Fifteenth year of the Grand Rapids fluoridation study. J. Amer. Dent. Assoc. Dec. 1. 65-781. Ast, D. and Fitzgerald, B. 1967. Effectiveness of Water Fluoridation. J. Amer. Dent. Assoc. Jan. 74:2. Murray, J. 1993. Efficacy of preventive agents for dental caries, systemic fluoride: water fluoridation. Caries Research. 27:2-8.

### **Benefit**

**Does the fluoridation of public water supplies target the group, which would benefit the most from its addition, namely infants and young children under the age of 12, and does it have any known benefit for adults? Yes.**

A survey of U.S. children showed a 39 percent lower caries prevalence in 5-year-old children with a history of continuous residence in optimally fluoridated communities as compared to fluoride deficient communities (Brunelle and Carlos, 1989). There has consistently been a 40-60 percent decline in decay of British children aged 4 to 6 years living in fluoridated communities compared with those living in nonfluoridated communities. Children of mixed dentition, between 8-12 years, showed differences in dental caries rates between 9 percent and 57 percent for those living in fluoridated and nonfluoridated communities. Furthermore, there is a consistently lower caries prevalence in adults and seniors who have lived continuously in optimally fluoridated areas than in those living in areas with low fluoride levels, ranging between 17-35 percent less caries (Newbrun, 1989).

**References:** Brunelle, J.A. and Carlos, J.P. 1989. Recent trends in dental caries in US children and the effect of water fluoridation. J. Dent. Res. 68 (Spec Iss). Newbrun, E. 1989. Effectiveness of water fluoridation. J. Pub. Hlth. Dent. 49 (Spec Iss).

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2012-\_\_\_\_

INTRODUCED BY:

Councilor Chris Calvert

Councilor Peter Ives

Councilor Rebecca Wurzbarger

AN ORDINANCE

AMENDING SECTION 14-8.13(B)(3) SFCC 1987 TO CLARIFY HOW WATER USAGE OF  
EXISTING STRUCTURES OR USES MAY BE APPLIED TO DEVELOPMENT WATER  
BUDGETS FOR PROPOSED STRUCTURES AND USES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 14-8.13(B)(3) SFCC 1987 (being Ord. No. 2011-37, §11) is  
amended to read:

- (3) When a proposed new *structure* or use replaces an existing *structure* or use,  
[and that new *structure* or use is similar to the existing *structure* or use, and  
when the prior *structure* was occupied or the use active no less than twelve  
months prior to *application* for which a *development* water budget is  
required,] the *development* water budget for the proposed new *structure* or  
use may be reduced [to] by an amount equal to the average annual  
consumption in the [previous] twenty-four months that the highest water use

1                    was active during the preceding ten years, or by the amount of water  
2                    previously offset if the previously offset amount is higher. [~~or some other~~  
3                    ~~time period approved by the governing body for a specific development.~~]  
4                    Consumption shall be determined through city utility billing system records.

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7 APPROVED AS TO FORM:

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10 GENO ZAMORA, CITY ATTORNEY  
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**CITY COUNCIL MEETING OF  
JULY 11, 2012  
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION  
BY MEMBERS OF THE GOVERNING BODY**

<b>Mayor David Coss</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
<b>Councilor Patti Bushee</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
<b>Councilor Chris Calvert</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
<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>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>
	AN ORDINANCE AMENDING SECTION 20-2.2 SFCC 1987 TO AMEND THE DEFINITION OF PANHANDLING.	Public Safety – 7/17/12 Public Works – 7/23/12 Finance – 7/30/12 Council (request to publish) – 8/8/12 Council (public hearing) – 9/12/12
	AN ORDINANCE AMENDING SECTION 24-2.6 SFCC 1987 TO EXTEND THE TRUCKS AND OTHER LARGE VEHICLES TRAFFIC RESTRICTION CURRENTLY IN PLACE ON CAMINO CARLOS REY TO CALLE DE ORIENTE NORTE.	Public Works – 7/23/12 Finance – 7/30/12 Council (request to publish) – 8/8/12 Council (public hearing) – 9/12/12

*Exhibit "18"*

<b>Councilor Wurzburger</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 (<http://www.santafenm.gov/index.asp?nid=320>). 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).

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2012-\_\_**

**INTRODUCED BY:**

Councilor Ron Trujillo

Councilor Patti Bushee

Councilor Bill Dimas

**AN ORDINANCE**

**AMENDING SECTION 20-2.2 SFCC 1987 TO AMEND THE DEFINITION OF  
PANHANDLING.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Section 20-2.2 SFCC 1987 (being Ord. #2010-31, §4) is amended to read:**

**20-2.2 Definitions.**

As used in this section:

*Panhandler* means a person who engages in the act of panhandling.

*Panhandling* means:

A. Any solicitation made in person [~~upon public property in the city~~] in which a person requests an immediate donation of money or other gratuity from another person and includes, without limitation, seeking donations by vocal appeal; or

B. In exchange for a donation, the person being solicited receives an item of little or no monetary value under circumstances where a reasonable person would understand that the transaction is in substance a donation.

*Exhibit "19"*

1 C. Panhandling shall not include[;]

2 ~~[(1) — The act of passively standing or sitting, with a sign or other indication that a~~  
3 ~~donation is being sought without any vocal request, other than in response to an inquiry by~~  
4 ~~another person; or~~

5 ~~(2) — A] a street performance, as regulated in Section 23-8 SFCC 1987.~~

6 APPROVED AS TO FORM:

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9 GENO ZAMORA, CITY ATTORNEY  
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25 *CAO/M/Melissa/Bills 2012/Panhandling Definition*

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2012-\_\_**

**INTRODUCED BY:**

Councilor Ron Trujillo

Councilor Patti Bushee

Councilor Bill Dimas

**AN ORDINANCE**

**AMENDING SECTION 24-2.6 SFCC 1987 TO EXTEND THE TRUCK BAN CURRENTLY  
IN PLACE ON CAMINO CARLOS REY TO CALLE DE ORIENTE NORTE.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Section 24-2.6 SFCC 1987 (being Ord. #2006-14, §26, as amended) is  
amended to read:**

**24-2.6 Restricted Traffic.**

**A. Trucks, truck trailers and other large vehicles with a gross vehicle weight of five (5)  
tons or more are prohibited from traveling on the following streets except as set forth in paragraphs B.  
and C. below:**

(1) Agua Fria Street, between Siler Road and Guadalupe Street except those  
vehicles making pickups or deliveries to addresses on adjacent dead end streets;

(2) Alamo Drive;

(3) Apache Street;

(4) Armenta Street;



- 1 (5) Arroyo Chamiso, Botulph and beginning at the eastern boundary of Zia  
2 Road;  
3 (6) Calle Angelina;  
4 (7) Calle Atajo;  
5 (8) Calle La Resolana;  
6 (9) Calle Sotero;  
7 (10) Camino Carlos Rael between West Alameda Street and the city limits;  
8 (11) Camino Carlos Rey between [~~Siringo Road~~] Calle de Oriente Norte and Zia  
9 Road;  
10 (12) Camino Consuelo;  
11 (13) Camino de las Crucitas;  
12 (14) Camino Encantado;  
13 (15) Camino Lejo between Old Pecos Trail and Old Santa Fe Trail;  
14 (16) Canyon Road;  
15 (17) Catron Street;  
16 (18) Circle Drive between Bishops Lodge Road and Camino Encantado;  
17 Escalante Street;  
18 (19) Escalante Street;  
19 (20) Espinacitas Street between St. Michael's Drive and Jay Street;  
20 (21) Fifth Street between St. Michael's Drive and Cerrillos Road;  
21 (22) Fourth Street between Jay Street and Quapaw Street;  
22 (23) Galisteo Street between Paseo de Peralta and St. Michael's Drive;  
23 (24) Gonzales Road, between East Alameda and Hyde Park Road;  
24 (25) Gonzales Road, north of Hyde Park Road;  
25 (26) Governor Miles – those portions located within the city limits as follows:

1 (a) From just west of Chamisa Path Road to east of Dancing Ground  
2 Street; and

3 (b) From west of Nizhoni Drive to the terminus of Governor Miles Road  
4 located east of Camino Carlos Rey.

5 (27) Hillside Avenue;

6 (28) Hopewell Street between Second Street and Sixth Street;

7 (29) Jaguar Drive between Country Club Road and Cerrillos Road;

8 (30) Jay Street;

9 (31) Jefferson Street;

10 (32) La Cieneguita;

11 (33) Lujan Street;

12 (34) Maez Road;

13 (35) Mann Street from Sixth Street to its terminus;

14 (36) Morelia Street between Cordova Road and Alta Vista Street;

15 (37) Navajo Street south of Taos Street;

16 (38) North El Rancho Road between West Alameda Street and Paseo De Vista;

17 (39) Osage Avenue;

18 (40) Placita de Oro;

19 (41) Quapaw Street;

20 (42) Richards Avenue between James Street and Siringo Road;

21 (43) Rio Vista Street;

22 (44) San Mateo Road from St. Francis Drive to Old Pecos Trail;

23 (45) Solana Drive;

24 (46) South Meadows to Camino Cesar E. Chavez (formerly Airport Road);

25 (47) Staab Street;

- 1 (48) Third Street between Hopewell Street and Jay Street;  
2 (49) Valley Drive between Bishop's Lodge Road and Vallecita Drive;  
3 (50) Via Antigua;  
4 (51) Vitalia Street;  
5 (52) West Alameda Street west of the landfill road to the city limits except those  
6 vehicles making pickups or deliveries to addresses on adjacent dead end streets; and  
7 (53) Zia Road.

8 B. Trucks, truck trailers and other large vehicles with a gross vehicle weight of five (5)  
9 tons are not prohibited provided the following are met:

10 (1) The vehicle is making pick-up and deliveries or providing services to  
11 addresses on the specific streets or to addresses on adjacent streets served only by that  
12 specific street(s); or

13 (2) The vehicle is traveling to or from such addresses for the purposes of  
14 locating permanently or temporarily at such addresses provided they are in compliance with  
15 any other applicable city code.

16 C. Authorized emergency vehicles; any government or utility maintenance, service and  
17 transportation vehicles; and school buses, with a gross vehicle weight of five (5) tons or more, are  
18 permitted to travel on the streets specified above.

19 APPROVED AS TO FORM:

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GENO ZAMORA, CITY ATTORNEY

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25 *M/Melissa/Bills 2012/Truck Ban – Camino Carlos Rey*