



# Agenda

REGULAR MEETING OF  
THE GOVERNING BODY  
DECEMBER 12, 2012  
CITY COUNCIL CHAMBERS

AMENDED

Amended Item G

CITY CLERK'S OFFICE

DATE 12-10-12 TIME 4:20

SERVED BY

RECEIVED BY

*[Signature]*

**AFTERNOON SESSION – 5:00 P.M.**

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 – November 28, 2012
9. PRESENTATIONS
  - a) New Mexico Department of Veterans' Services. (Cabinet Secretary Timothy Hale) (5 minutes)
  - b) Submission of Final Report – 400th Anniversary Committee of Santa Fe. Maurice Bonal, Chair, 400th Anniversary Committee of Santa Fe. (15 minutes)
  - c) Muchas Gracias – Santa Fe Community Foundation for Assistance with Mayor's Blue Ribbon Task Force to End Homelessness in Santa Fe. (5 minutes)
  - d) Five Year Plan to End Homelessness. (Hank Hughes, Chair, Mayor's Blue Ribbon Task Force to End Homelessness in Santa Fe) (10 minutes)



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DECEMBER 12, 2012  
CITY COUNCIL CHAMBERS

## 10. CONSENT CALENDAR

- a) Request for Approval of Grant Agreement – Department of Housing and Urban Development FY 2012/2013; Santa Fe Community Housing Trust. (Alexandra Ladd)
- b) CONSIDERATION OF RESOLUTION NO. 2012-\_\_\_\_.  
A Resolution Relating to a Request for Approval of First Quarter Budget Adjustments for Fiscal Year 2012/2013 Ending September 30, 2012. (Cal Probasco)
- c) Request for Approval of Change Order No. 1 – Taxiway A Reconstruction Phase II - Installation of Temporary Taxiway Reflectors, Repair of Runway 02-20 Lighting Circuit, and Addition of Temporary Taxiway Detour Edge Reflectors for Night Operation at Santa Fe Municipal Airport; Albuquerque Asphalt, Inc. (Jim Montman)
- d) CONSIDERATION OF RESOLUTION NO. 2012-\_\_\_\_. (Councilor Dominguez and Mayor Coss)  
A Resolution Amending Table 22 of the Impact Fees Capital Improvement Plan for Planned Major Road Improvements to Include the Extension of Herrera Drive and the Extension of Paseo Del Sol and Authorizing the Expenditure of Roadway Impact Fee Funds for the Construction of the Extension of Herrera Drive. (Matthew O'Reilly)
- e) Request for Approval of Procurement Under State Price Agreement – Thirty (30) Police Vehicles for Police Department; Various Vendors. (Police Deputy Chief Schaerfl)
- f) Request to Publish Notice of Public Hearing on Wednesday, January 9, 2013:
  - 1) Bill No 2012-39: An Ordinance Relating to the Water Code, Chapter 25 SFCC 1987; Amending Section 25-1.3 SFCC 1987 to Exempt Santa Fe Public Schools from Compliance with Portions of Chapter 14 SFCC 1987 (Land Development Laws) When the City and the Santa Fe Public Schools Have Entered Into a Memorandum of Understanding Regarding Development of Public School Projects Within the Presumptive City Limits and Making Such Other Stylistic or Grammatical Changes That Are Necessary. (Councilor Dominguez and Mayor Coss) (Matthew O'Reilly)



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DECEMBER 12, 2012  
CITY COUNCIL CHAMBERS

- 2) Bill No 2012-40: An Ordinance Relating to the Land Development Code, Chapter 14 SFCC 1987 Regarding Airport Road; Creating a New Section 14-5.5(C) SFCC 1987 To Establish an Airport Road Overlay District and Making Such Other Stylistic or Grammatical Changes That Are Necessary. (Councilor Dominguez) (Matthew O'Reilly)
- g) Request for Approval of Memorandum of Understanding – Rodeo de Santa Fe Economic Development Project Funds Transfer; County of Santa Fe. (Geno Zamora and Judith Amer)
- h) Quarterly Staff Report on IPRA Requests and Responses per Resolution 2012-49. (Bernadette Romero)
11. Staff Presentation Regarding Montano Street Pursuant to Resolution No. 2012-76 Relating to the Health, Safety and Welfare of the Residents of the Montano Street Neighborhood; Directing Staff to Explore and Make Recommendations on Options to the Governing Body. (LeAnn Valdez)
12. Request for Approval of Professional Services Agreement – Printing, Mailing and Archiving Services of Utility Customer Bills for Utility Billing Division; InfoSend, Inc. (RFP #13/07/P). (Peter Ortega)
13. Request to Publish Notice of Public Hearing on Wednesday, January 9, 2013:  
  
Bill No 2012-41: An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting an Amended Local Economic Development Project Participation Agreement Between the City of Santa Fe and Rodeo Property, Inc. for an Indoor Multipurpose Facility, a Local Economic Development Project. (Mayor Coss) (Nick Schiavo and Fabian Trujillo)
- a) Economic Development Amended Project Participation Agreement Between the City of Santa Fe and Rodeo Property, Inc.
14. MATTERS FROM THE CITY MANAGER



# Agenda

REGULAR MEETING OF  
THE GOVERNING BODY  
DECEMBER 12, 2012  
CITY COUNCIL CHAMBERS

## 15. MATTERS FROM THE CITY ATTORNEY

### Executive Session:

Discussion of the Purchase, Acquisition or Disposal of Real Property by the City of Santa Fe, in the Form of a Lease Agreement Between St. John's College and the City of Santa Fe to Lease Real Property for the Purpose of Operating and Maintaining a Water Tank by the City's Water Division, Pursuant to § 10-15-1(H)(8), NMSA 1978, and Discussion of Threatened or Pending Litigation in Which the City of Santa Fe Is or May Become a Participant Involving St. John's College, Pursuant to §10-15-1(H)(7), NMSA 1978.

16. Action Regarding the Purchase, Acquisition or Disposal of Real Property by the City of Santa Fe, in the Form of a Lease Agreement between St. John's College and the City of Santa Fe to Lease Real Property for the Purpose of Operating and Maintaining a Water Tank by the City's Water Division, to Address Potential Litigation Between City of Santa Fe and St. John's College. (Geno Zamora)

## 17. MATTERS FROM THE CITY CLERK

## 18. COMMUNICATIONS FROM THE GOVERNING BODY

### EVENING SESSION – 7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. SALUTE TO THE NEW MEXICO FLAG
- D. INVOCATION
- E. ROLL CALL
- F. PETITIONS FROM THE FLOOR
- G. APPOINTMENTS
  - Sustainable Santa Fe Commission
  - Charter Review Commission



# Agenda

REGULAR MEETING OF  
THE GOVERNING BODY  
DECEMBER 12, 2012  
CITY COUNCIL CHAMBERS

## H. PUBLIC HEARINGS:

- 1) Tastes Like Chicken, LLC has Requested 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 Beer and Wine at Chez Dale, 451 West Alameda Street Which is Within 300 Feet of The Shrine of Our Lady of Guadalupe, 417 Agua Fria Street.
  - b) If the Waiver of the 300 Foot Restriction is Granted, a Request from Tastes Like Chicken, LLC for a Restaurant Liquor License (Beer and Wine On-Premise Consumption Only) to be Located at Chez Dale, 451 West Alameda Street.
- 2) Request from St. John's College for a Waiver of the 300 Foot Location Restriction and Approval to Allow the Dispensing/Consumption of Wine at St. John's College, Great Hall, 1160 Camino Cruz Blanca. The Request is for the "Music on the Hill Elevated" Concerts to be Held on January 19, 2013 and February 16, 2013 from 7:30 p.m. to 9:30 p.m. (Yolanda Y. Vigil)

## I. ADJOURN

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

**NOTE:** New Mexico law requires the following administrative procedures be followed when conducting "quasi-judicial" hearings. In a "quasi-judicial" hearing all witnesses must be sworn in, under oath, prior to testimony and will be subject to reasonable cross-examination. Witnesses have the right to have an attorney present at the hearing.

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



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DECEMBER 12, 2012  
CITY COUNCIL CHAMBERS

## AFTERNOON SESSION – 5:00 P.M.

CITY CLERK'S OFFICE

DATE 12-7-12 TIME 2:45 pm

SERVED BY

RECEIVED BY

*[Signature]*

1. CALL TO ORDER
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REGULAR MEETING OF  
THE GOVERNING BODY  
DECEMBER 12, 2012  
CITY COUNCIL CHAMBERS

16. Action Regarding the Purchase, Acquisition or Disposal of Real Property by the City of Santa Fe, in the Form of a Lease Agreement between St. John's College and the City of Santa Fe to Lease Real Property for the Purpose of Operating and Maintaining a Water Tank by the City's Water Division, to Address Potential Litigation Between City of Santa Fe and St. John's College. (Geno Zamora)]
17. MATTERS FROM THE CITY CLERK
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- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
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- D. INVOCATION
- E. ROLL CALL
- F. PETITIONS FROM THE FLOOR
- G. APPOINTMENTS
  - Sustainable Santa Fe Commission
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CITY COUNCIL CHAMBERS

- 2) Request from St. John's College for a Waiver of the 300 Foot Location Restriction and Approval to Allow the Dispensing/Consumption of Wine at St. John's College, Great Hall, 1160 Camino Cruz Blanca. The Request is for the "Music on the Hill Elevated" Concerts to be Held on January 19, 2013 and February 16, 2013 from 7:30 p.m. to 9:30 p.m. (Yolanda Y. Vigil)

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SUMMARY INDEX  
SANTA FE CITY COUNCIL MEETING  
December 12, 2012

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
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APPROVAL OF CONSENT CALENDAR	Approved [amended]	2
CONSENT AGENDA LISTING		2-3
APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING – NOVEMBER 28, 2012	Approved [amended]	3
<u>PRESENTATIONS</u>		
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**ITEM**

**ACTION**

**PAGE #**

**CONSENT CALENDAR DISCUSSION**

CONSIDERATION OF RESOLUTION NO. 2012-95.  
A RESOLUTION AMENDING TABLE 22 OF THE  
IMPACT FEES CAPITAL IMPROVEMENT PLAN  
FOR PLANNED MAJOR ROAD IMPROVEMENTS  
TO INCLUDE THE EXTENSION OF HERRERA  
DRIVE AND THE EXTENSION OF PASEO DEL SOL  
AND AUTHORIZING THE EXPENDITURE OF  
ROADWAY IMPACT FEE FUNDS FOR THE  
CONSTRUCTION OF THE EXTENSION OF  
HERRERA DRIVE

Approved

7-8

REQUEST FOR APPROVAL OF PROCUREMENT  
UNDER STATE PRICE AGREEMENT – THIRTY (30)  
POLICE VEHICLES FOR POLICE DEPARTMENT;  
VARIOUS VENDORS

Approved

8-18

REQUEST TO PUBLISH NOTICE OF PUBLIC  
HEARING ON WEDNESDAY, JANUARY 9, 2013  
BILL NO. 21012-39: AN ORDINANCE  
RELATING TO THE WATER CODE,  
CHAPTER 25 SFCC 1987; AMENDING  
SECTION 25-1.3 SFCC 1987 TO EXEMPT  
SANTA FE PUBLIC SCHOOLS FROM  
COMPLIANCE WITH PORTIONS OF  
CHAPTER 14 SFCC 1987 (LAND  
DEVELOPMENT LAWS) WHEN THE CITY  
AND THE SANTA FE PUBLIC SCHOOLS  
HAVE ENTERED INTO A MEMORANDUM  
OF UNDERSTANDING REGARDING  
DEVELOPMENT OF PUBLIC SCHOOL  
PROJECTS WITHIN THE PRESUMPTIVE  
CITY LIMITS AND MAKING SUCH OTHER  
STYLISTIC OR GRAMMATICAL CHANGES  
THAT ARE NECESSARY

Approved

18

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END OF CONSENT CALENDAR DISCUSSION

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<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
STAFF PRESENTATION REGARDING MONTANO STREET PURSUANT TO RESOLUTION NO. 2012-76, RELATING TO THE HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE MONTANO STREET NEIGHBORHOOD; DIRECTING STAFF TO EXPLORE AND MAKE RECOMMENDATIONS ON OPTIONS TO THE GOVERNING BODY	Presentation/no action	19-22
REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – PRINTING, MAILING AND ARCHIVING SERVICES OF UTILITY CUSTOMER BILLS FOR UTILITY BILLING DIVISION; INFOSEND, INC. (RFP #13/07/P)	Approved	22
REQUEST TO PUBLISH NOTICE OF PUBLIC HEARING ON WEDNESDAY, JANUARY 9, 2013: BILL NO. 2012-41: AN ORDINANCE RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11 SFCC 1987; APPROVING AND ADOPTING AN AMENDED LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND RODEO PROPERTY, INC., FOR AN INDOOR MULTIPURPOSE FACILITY, A LOCAL ECONOMIC DEVELOPMENT PROJECT	Approved	23
ECONOMIC DEVELOPMENT AMENDED PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND RODEO PROPERTY, INC.	Approved	23
MATTERS FROM THE CITY MANAGER	None	23
MATTERS FROM THE CITY ATTORNEY EXECUTIVE SESSION	No motion	23-24
ACTION REGARDING THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY BY THE CITY OF SANTA FE, IN THE FORM OF A LEASE AGREEMENT BETWEEN ST. JOHN'S COLLEGE AND THE CITY OF SANTA FE TO LEASE REAL PROPERTY FOR THE PURPOSE OF OPERATING AND MAINTAINING A WATER TANK BY THE CITY'S WATER DIVISION, TO ADDRESS POTENTIAL LITIGATION BETWEEN THE CITY OF SANTA FE AND ST. JOHN'S COLLEGE	Approved	24-28

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
MATTERS FROM THE CITY CLERK	None	29
<u>EVENING SESSION</u>		
CALL TO ORDER AND ROLL CALL	Quorum	30
PETITIONS FROM THE FLOOR		30-31
<u>APPOINTMENTS</u>		
Sustainable Santa Fe Commission	Approved	31-32
Charter Review Commission	Approved	32
<u>PUBLIC HEARINGS</u>		
TASTES LIKE CHICKEN, LLC, HAS REQUESTED THE FOLLOWING:		
PURSUANT TO §60-6B-10 NMSA 1978, A REQUEST FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION TO ALLOW THE SALE OF BEER AND WINE AT CHEZ DALE, 451 WEST ALAMEDA STREET WHICH IS WITHIN 300 FEET OF THE SHRINE OF OUR LADY OF GUADALUPE, 417 AGUA FRIA STREET	Approved	32-33
IF THE WAIVER OF THE 300 FOOT RESTRICTION IS GRANTED, A REQUEST FROM TASTES LIKE CHICKEN, LLC, FOR A RESTAURANT AND LIQUOR LICENSE (BEER AND WINE ON-PREMISE CONSUMPTION ONLY) TO BE LOCATED AT CHEZ DALE, 451 WEST ALAMEDA STREET	Approved	32-33
REQUEST FROM ST. JOHN'S COLLEGE FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION AND APPROVAL TO ALLOW THE DISPENSING/ CONSUMPTION OF WINE AT ST. JOHN'S COLLEGE, GREAT HALL, 1160 CAMINO CRUZ BLANCA. THE REQUEST IS FOR THE "MUSIC ON THE HILL ELEVATED" CONCERTS TO BE HELD ON JANUARY 19, 2013 AND FEBRUARY 16, 2013, FROM 7:30 P.M. TO 9:30 P.M.	Approved	34

**ITEM****ACTION****PAGE #****COMMUNICATIONS FROM THE GOVERNING BODY****Information/discussion****34-38****ADJOURN****38**

**MINUTES OF THE  
REGULAR MEETING OF THE  
GOVERNING BODY  
Santa Fe, New Mexico  
December 12, 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, December 12, 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**

Robert Romero noted that Item G was amended.

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

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



**7. APPROVAL OF CONSENT CALENDAR**

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

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

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

**Against:** None.

- a) **REQUEST FOR APPROVAL OF GRANT AGREEMENT – DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FY 2012/2013; SANTA FE COMMUNITY HOUSING TRUST. (ALEXANDRA LADD)**
- b) **CONSIDERATION OF RESOLUTION NO. 2012-94. A RESOLUTION RELATING TO A REQUEST FOR APPROVAL OF FIRST QUARTER BUDGET ADJUSTMENTS FOR FISCAL YEAR 2012/2013 ENDING SEPTEMBER 13, 2012. (CAL PROBASCO)**
- c) **REQUEST FOR APPROVAL OF CHANGE ORDER NO. 1 – TAXIWAY A RECONSTRUCTION PHASE II – INSTALLATION OF TEMPORARY TAXIWAY REFLECTORS, REPAIR OF RUNWAY 02-20 LIGHTING CIRCUIT, AND ADDITION OF TEMPORARY TAXIWAY DETOUR EDGE REFLECTORS FOR NIGHT OPERATION AT SANTA FE MUNICIPAL AIRPORT; ALBUQUERQUE ASPHALT, INC. (JIM MONTMAN)**
- d) *[Removed for discussion by Councilor Bushee]*
- e) *[Removed for discussion by Councilor Rivera]*
- f) **REQUEST TO PUBLISH NOTICE OF PUBLIC HEARING ON WEDNESDAY, JANUARY 9, 2012:**
  - 1) *[Removed for discussion by Councilor Dominguez]*
  - 2) **BILL NO. 2012-40: AN ORDINANCE RELATING TO THE LAND DEVELOPMENT CODE, CHAPTER 14 SFCC 1987, REGARDING AIRPORT ROAD; CREATING A NEW SECTION 14-5.5(C) SFCC 1987 TO ESTABLISH AN AIRPORT ROAD OVERLAY DISTRICT AND MAKING SUCH OTHER STYLISTIC OR GRAMMATICAL CHANGES THAT ARE NECESSARY (COUNCILOR DOMINGUEZ). (MATTHEW O'REILLY)**

- g) **REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING – RODEO DE SANTA FE ECONOMIC DEVELOPMENT PROJECT FUNDS TRANSFER; COUNTY OF SANTA FE. (GENO ZAMORA AND JUDITH AMER)**
- h) **QUARTERLY STAFF REPORT ON IPRA REQUESTS AND RESPONSES PER RESOLUTION 2012-49. (BERNADETTE ROMERO)**

**8. APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING – NOVEMBER 28, 2012**

A copy of Verbatim Transcript of Item #13 Case 2012-130, City Council Meeting of November 28, 2012, is incorporated herewith to these minutes as Exhibit "1."

Yolanda Vigil asked to amend the minutes include the Verbatim Transcript of Item #13 in the minutes [Exhibit "1"].

**MOTION:** Councilor Dominguez moved, seconded by Councilor Dimas, to approve the minutes of the Regular City Council meeting of November 28, 2012, as amended.

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

**9. PRESENTATIONS**

**a) NEW MEXICO DEPARTMENT OF VETERANS' SERVICES. (CABINET SECRETARY TIMOTHY HALE)**

Mayor Coss introduced Secretary Timothy Hale, New Mexico Department of Veterans' Services. He said as you know we have a National Treasure in the National Cemetery, which had its beginning in Battle of Glorieta Pass, in the Civil War, where warriors from both side of the conflict are buried. He said this tradition has continued for part of the 400 years of Santa Fe. He said City recognized the need for the National Cemetery to have an appropriate place to bury warriors, and several years ago donated a tract of land to the federal government. He said the Legislature adopted legislation which offers an opportunity for New Mexicans to donate funds to the City of Santa Fe to help pay back for the donation of land. Secretary Hale said it is an honor and privilege on behalf of the citizens of the State to present a check to Mayor Coss and Councilor Calvert for the City in the amount of \$150,000 which is a contribution from the citizens of New Mexico through a check-off fund on their income tax.

Councilor Calvert thanked Secretary Hale, Deputy Secretary Martinez, City staff, particularly Melissa Byers, Mark Duran, Lobbyist for their help, and special thanks to former Secretary John Garcia who advised that this money existed. He thanked the Mayor and the City Manager for their support of the project. He thanked all of the citizens who made the checkoff on their tax form that makes this possible.

Councilor Calvert said he is introducing a Resolution tonight which will dedicate these funds to Veterans' service and establish a routine process for how the funds are allocated so they go to those who are in need.

Councilor Trujillo said an issue which is dear to his heart and to all veterans has been to get upright headstones at the National Cemetery for everyone buried there. He said they lay down their lives in service of the country and he would like to see upright headstones. He spoke with Congressman Ben Ray Lujan and Senator Elect Heinrich. He said this City adopted a Resolution which was sent to our United States Congressional Delegation in Washington, and he will continue to work to get this done.

Secretary Hale said he welcomes any conversation, noting his office is in the Bataan Building, and he would like to sit and talk about any Veterans' issues that you want them to help champion.

Mayor Coss thanked Secretary Hale for his cooperation, and said the City "will put this money right back into serving veterans."

**b) SUBMISSION OF FINAL REPORT – 400<sup>TH</sup> ANNIVERSARY COMMITTEE OF SANTA FE, MAURICE BONAL, CHAIR, 400<sup>TH</sup> ANNIVERSARY COMMITTEE OF SANTA FE.**

*[STENOGRAPHER'S NOTE: This portion of the videotape made by the City and the audio cassette recordings were, for the most part inaudible, so transcribing Mr. Bonal's remarks was extremely difficult and at times impossible..]*

A copy of Santa Fe 400<sup>th</sup> Anniversary 2009-2011 is incorporated herewith to these minutes as Exhibit "2."

Maurice Bonal, Chair, 400<sup>th</sup> Anniversary Committee of Santa Fe, spoke about the book, *400 years, 400 Questions* one of the 5 books which was produced during the celebration, and provided a copy to the members of the Governing Body. Mr. Bonal presented a short video of Adrian Bustamante speaking on the history and culture of Santa Fe. Mr. Bonal said Mr. Bustamante was the Chair of the History Task Force, noting there were 14 historians on that Task Force, all of whom are well respected by their peers.

Mr. Bonal highlighted the final report [Exhibit "2"] via power point. He said it was an amazing event. He said this afternoon they dedicated the time capsule at the Convention Center and turned it over to the City.

Mayor Coss thanked Mr. Bonal for his hard work, saying Mr. Bonal had added another document to the 5 books.

Mr. Bonal thanked the members of the Committee and the special Task Forces, City staff and the Governing Body, saying without them, this wouldn't have been possible.

Councilor Wurzbarger thanked him for his work, and said the book will be a legacy moving forward.

Councilor Trujillo said the City owes Chair Bonal and the Committee a debt of gratitude, for what they were able to do in a short period of time with very limited funds, which was incredible.

Mr. Bonal said it was doubly tough because they worked on this project during the worst part of the recession.

Councilor Dominguez thanked Mr. Bonal and the Committee for their work and the families for lending them to the City to do this work, and for the public events we had throughout the community during the celebration. He noted he serves on the National Board of Hispanic Elected Local Officials [HELO] of the National League of Cities, and said he was very proud to make mention to various elected officials throughout the Country that Santa Fe was celebrating its 400<sup>th</sup> birthday.

Councilor Bushee said Mr. Bonal received lots of praise this afternoon at the dedication of the time capsule.

Councilor Rivera added his thanks to Mr. Bonal and the members of the Committee, reiterating that what they did with the limited funding is amazing, commenting that the hours of time and effort to get this done was incredible.

Councilor Calvert thanked Mr. Bonal and the Committee for a great celebration of the 400<sup>th</sup> Anniversary and said he is proud to have been a part of the celebration.

Councilor Dimas thanked Mr. Bonal and the Committee. He said, as a native, he is very proud of this celebration and the dedicated Santa Feans on the committee. He is proud that there are people who have lived here who care enough to share their heritage and culture with newcomers and natives alike.

Councilor Ives said he would echo the thanks from the Governing Body, saying this was a herculean task. He likes all of the photographs and images which he believes are a lasting testament to the success of the celebration, and the commemorative events on the history of Santa Fe itself. He said he came from community on the east coast which was founded in 1635 with the assistance of one of his ancestors, noting there is much less attention paid there to the vibrancy of the history. However, in Santa Fe, we really have a booming history through a series of events and throughout time and the culture of the City, whatever that might be, such as Fiestas. He said this is the first 400 year celebration of a City within the United States, and would hope that other communities, when they reach that milestone, would have the same joy and groups and citizens willing to do the same for their community.

Mayor Coss thanked Mr. Bonal, the Committee, the volunteers and their families. He said it was well worth the effort.

Mr. Bonal urged everyone to read these five books, because they are truly, truly, the history of Santa Fe. He said, "One of these days, I think what we might do, is we might take a ride through this entire journey, and we don't have time right here, but somewhere, at some Committee, so that the citizens of Santa Fe can see how we commemorated the 400 year history of Santa Fe.

Councilor Bushee said she would like a copy of this book and the other books to be placed in all of the school libraries, and would hope there are spare copies for the elementary schools.

Mr. Bonal said he has books for the City Library, but there was not enough money to get books into the schools. He really wanted to do that.

Councilor Bushee asked people with spare copies to take them to some of the elementary schools.

Mr. Bonal said we need to obtain funds to buy a bunch of these books from the publisher, commenting perhaps we could find a sponsor to help us get these books to the schools. Councilor Bushee said perhaps she can help with that.

- c) **MUCHAS GRACIAS – SANTA FE COMMUNITY FOUNDATION FOR ASSISTANCE WITH MAYOR'S BLUE RIBBON TASK FORCE TO END HOMELESSNESS. (HANK HUGHES, CHAIR, MAYOR'S BLUE RIBBON TASK FORCE TO END HOMELESSNESS IN SANTA FE)**

Mayor Coss presented Muchas Gracias Certificates to the Santa Fe Community Foundation for its assistance with the Mayor's Blue Ribbon Task Force to end Homelessness.

- d) **FIVE YEAR PLAN TO END HOMELESSNESS. (HANK HUGHES, CHAIR, MAYOR'S BLUE RIBBON TASK FORCE TO END HOMELESSNESS IN SANTA FE)**

Terrie Rodriguez presented information regarding the meetings that were held and the efforts by the Task Force to develop a new plan, and the various organizations which were involved in this effort. She introduced Hank Hughes, the Chair of the Task Force, to present the Plan.

Hank Hughes thanked the Council for sponsoring this plan for its commitment to helping those in need.

Mr. Hughes presented the Plan to end Homelessness which is in the Council packet. Please see this report for specifics of this presentation.

Mr. Hughes said they received a challenge grant from the Community Foundation in the amount of \$60,000 to fund a portion of the initial staffing of the Resource and Opportunity Center.

Councilor Bushee asked if it would be possible to use a portion of the new veterans funds for any of the requests that were targeted for veterans.

Mayor Coss said it is possible if we approve Councilor Calvert's Resolution. He said he thinks the gist of it will be used to help veterans to get the benefits they earned from the federal government, because it is disconnected from them.

Councilor Wurzbarger thanked Mr. Hughes personally for sticking with this, commenting he has been an advocate for 20 years.

Mayor Coss thanked Mr. Hughes and the members of the Committee for this work, and said there is a recurring request of \$250,000 in this Plan to the City and the Finance Committee.

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Councilor Wurzbarger introduced Karen Lanyon, the Australian Consul General in Los Angeles, representing the 7 western states, including New Mexico. She asked her to come forward to welcome her as a Council and a community. She gave a brief overview of Ms. Lanyon's experience and expertise. She said she and Ms. Lanyon, the State Department of Tourism, and the City Economic Development staff, spent an hour talking about possibilities for the future.

Mayor Coss, on behalf of the Governing Body, welcomed Karen Lanyon to Santa Fe.

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## **CONSENT CALENDAR DISCUSSION**

- 10 (d) CONSIDERATION OF RESOLUTION NO. 2012-95 (COUNCILOR DOMINGUEZ AND MAYOR COSS). A RESOLUTION AMENDING TABLE 22 OF THE IMPACT FEES CAPITAL IMPROVEMENT PLAN FOR PLANNED MAJOR ROAD IMPROVEMENTS TO INCLUDE THE EXTENSION OF HERRERA DRIVE AND THE EXTENSION OF PASEO DEL SOL AND AUTHORIZING THE EXPENDITURE OF ROADWAY IMPACT FEE FUNDS FOR THE CONSTRUCTION OF THE EXTENSION OF HERRERA DRIVE. (MATTHEW O'REILLY)**

Councilor Bushee asked if all of this will fall under the CWA.

Mayor Coss said the answer is yes, because it is more than \$500,000.

Mr. Zamora said, "The law as it stands is that it is any public works project over \$500,000."

Councilor Bushee said this is just amending the table, so it's going to out to bid. However, we've not made any changes that this be required to be fulfilled by a Santa Fe labor force.

Mr. Zamora said, "The CWA Ordinance contains language of 'strive towards' a workforce of 50% local. What is pending currently is a Resolution introduced by Councilor Calvert, which would require prioritization of local workers. So as long as there's local workers, they are employed on a project first, prior to workers that are non local. That's all that's pending in any introduced legislation."

Councilor Bushee said she wants the timeline of this, when it goes to bid. She would like to make everybody aware of this, and she assumed it was under the CWA. She would like staff to flag any projects which will be more than the threshold of \$500,000, so we can make that part of the discussion.

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

**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.

**10 (e) REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT – THIRTY (30) POLICE VEHICLES FOR POLICE DEPARTMENT; VARIOUS VENDORS. (POLICE DEPUTY CHIEF SCHAEFL)**

Councilor Rivera said he has questions for Thomas Williams. He said bullet #6 says, "Should the Finance Committee and City Council direct the vehicle upfit to be completed by the Radio Shop..." and bullet #7 says, "Should the Finance Committee and City Council direct the upfit to be completed by MHQ.." He said, "I just want to make it clear for everyone here, what exactly the City Council direction is, but first I want to make sure that this is a job the Radio Shop can handle, 30 new police vehicles."

Mr. Williams said, "Absolutely, it's work the Radio Shop is capable of doing."

Councilor Rivera said, "I just want to make it clear that the City Council does direct this work to be completed by the Radio Shop."

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

**DISCUSSION:** Mayor Coss said he would have pulled this item if Councilor Rivera hadn't done so, because he would have urged the Council to go exactly the other direction. He said, "I know Thomas is saying they can handle it, but it's a 5 week delay in getting all the cars delivered, as I read this Memo. And by forwarding this to the Finance Committee to talk about these radios for as long we did, we have delayed these cars yet again until after the factories open again after the holidays and they start building cars again. And now we're going to delay it 5 more weeks to put them through the City's Radio Shop instead of letting a vendor do it. I just think our job as a City is to put police cars on the road. Our job as a City is not installing police radios in police cars. And I think we've just weighed-out into can you or can't you do it. Of

course you can do it, it just takes the 5 weeks longer than it would to contract it out and to get it done."

Councilor Rivera asked if the Radio Shop is union – are all those members there union members of AFSCME, and Mr. Williams said yes.

Councilor Rivera said, "And I believe that's part of their job function is to do radios for police, fire and any other area that requires it, or any City department that requires it."

Mr. Williams said, "Yes sir, that's one of their main duties."

Councilor Rivera said, "I just assumed we were going to support unions throughout the City and we start with our own, and that's why the condition that the work stay within the City."

Mayor Coss asked, "Are you going to lay them off Thomas if you don't do the radios."

Mr. Williams' response here is inaudible.

Mayor Coss said, "If this keeps them busy, doing 30 cars, what is he doing when he's not doing 30 cars, whoever's in the Radio Shop, it might be a she, doing these cars."

Mr. Williams said they have quite a bit of work to do, year-round, all the time, including install of the police vehicles, fire trucks, you name it, for all City departments. So they've certainly got plenty of work even without..."

Mayor Coss asked if it is a matter of job security or contracting through AFSCME [inaudible], and Mr. Williams said he doesn't believe so.

Chief Schaerfl said, "I don't have this information. I'm assuming since they're a civilian contract company, that they are not a member of a City or State union, but I can't confirm that."

Councilor Dimas said, "All of this was brought up at Finance. It was discussed and I know that you've met with the Police Department. Is that correct Tom."

Mr. Williams said, "Yes, I have."

Councilor Dimas said, "And this is all resolved pretty much, I mean as far as the Radio Shop being capable of doing it and doing a good job. Is that correct."

Mr. Williams said, "Yes sir."

Councilor Dimas said, "So most of this is pretty much a moot item at this point. The Finance Committee already approved it to go forward with the Radio Shop doing that work. I know that part of that agreement was that the Radio Shop and the Police Department would get together and work on this thing and that happened. Is that correct."



Chief Rael said, "That happened at Finance Committee, yes sir."

Councilor Wurzbarger said she is confused. She needs clarity as to how this will impact the Police Department with respect to the time. She asked if this adds on 5 weeks to what it took to get to this point. She said, "So, what is the impact on the Police Department by doing this."

Deputy Chief Schaerfl said, "Our initial intent with forwarding this proposal to go through MHQ, was the size of their shop and their and guarantee at a return of service which is somewhat faster than our own Radio Shop. My concern with making that recommendation is the current state of our fleet which is the Police Department fleet. Right now, as we speak, we have, give or take 1 or 2, we have 42 vehicles that have in excess of 100,000 miles on them, and of those 42, approximately 10 are in a various stage of being, what our warehouse refers to as redline, due to excessive costs for mechanical failure, or have been totaled by Risk Management due to new crashes, a little less this fiscal year."

Deputy Chief Schaerfl continued, "Because of the state of our current fleet now, time is of the essence with our replacement vehicles. All 30 of these are classified as replacement vehicles. Also keep in mind that, with our fleet right now, we currently do not have enough vehicles to fill our current vacancies which sits I believe at 9 officers. So, should we get very fortunate and do some efficient hiring and get some qualified candidates, within the next 2-3 months, the Santa Fe Police Department will not have a single police car issued to any additional officers that are hired under our current staffing location. So, time is of the essence with the procurement and the upfit of any replaced vehicle."

Councilor Wurzbarger said, "From the Finance Committee, what was your rationale with respect to phase out unions. I thought this was the concept of local. Mr. Chair, could you clarify for me the debate that occurred."

Councilor Dominguez said, "I'm not sure there was much of a debate. I think maybe the question was asked, I can't remember by which Councilor. But it wasn't just about whether the Radio Shop could do it or couldn't do it. It was a couple of things, whether or not there was communication with the Radio Shop and to make that determination. And second was the fiscal impact to the City of Santa Fe. And so there is, I think I believe some savings to the City by doing it the way we've done it in the past. And so I think that was the nexus of the conversation."

Councilor Wurzbarger asked the savings, and Deputy Chief Schaerfl said \$50,000.

Councilor Wurzbarger said she really would like to understand, if you have further information.

Councilor Dimas said, "We beat this dead horse for a long time. The actual savings are \$54,900. That's what it's going to cost for MHQ to do the installation, it's \$54,900. If the Radio Shop does it, its [inaudible] We also recommended against buying the Ecoboost engine, which is a 365 hp engine, which is capable of going 147 mph. And, they changed... I guess you changed your mind, or are we back to that again. Because I'm hearing a different story here tonight, than what we heard at Finance Committee."

Deputy Chief Schaerfl said, "As directed by Finance, we did submit the second proposal, minus the Ecoboost and that was only going to be on 7 of the total 30 cars, and our second proposal had that option removed."

Deputy Chief Schaerfl said, "A point of clarification, some information I was just given from MHQ yesterday, is that the overall savings is actually going to be somewhat less than the \$54,000, because that the initial quote that MHQ gave us has the upfit and the provider did include the graphics for the car. MHQ would essentially subcontract, even though we pay them as a City, they would subcontract to put the graphics on the car. If the Radio Shop does the install, the graphics cost approximately \$500 per car, and that would now be an extra expense on a separate purchase order in dealing with the manufacturer of the graphics. So that was not included in your last packet and I did just get that information yesterday, so I do apologize for that. So, straight math at \$500 per car, 25 cars would be marked units. That would affect the \$54,000."

Councilor Dominguez asked, "Are you saying that you still have been negotiating with the companies during the course of the discussion we had at Finance, in an attempt to get the price down?"

Deputy Chief Schaerfl said, "Absolutely not. It was brought to my attention."

Councilor Dominguez asked, "How did you get that information. Did you ask for it, or did you say hey, guess what."

Deputy Chief Schaerfl said, "We have a working relationship with MHQ. They do some..."

Councilor Dominguez asked, "So how did you get the information."

Deputy Chief Schaerfl said, "They're not doing upfits on any vehicles for us currently. As a point of clarification, when I asked him for the most updated.... I checked to make sure that the price quote for the product, the equipment, was the same since some time has passed since the initial quote. Approximately 5 weeks have passed. And in the course of that conversation he informed me that yes the product price is the same, but when I read the total back to him, he said no, you're forgetting that we were going to do the graphic initially, and now you guys are going to have to do graphics on your own."

Councilor Dominguez said, "So he brought that up to you to clarify to you, what it was that you were going to be paying for."

Deputy Chief Schaerfl said, "That's correct. Only when I called him to verify the price of the equipment, because they are still the State contractor..."

Councilor Dominguez said, "Again, I want to make sure that he clarified to you to let you know and to make sure that you knew what you were paying for, because that's the way I understand that."

Deputy Chief Schaerfl said, "Again, that's correct sir."

Councilor Wurzbarger said she appreciates the clarification and Councilor Dominguez's response. She said, "So, if I understand you correctly, the issue at the Finance Committee was to save money, and that we're saving money with this by going with the staff, even though it takes more time and even though the Police Chief and Department are saying that they need the car sooner rather than later. So it was both a financial and policy interpretation that you think they can wait longer for the cars. And my understanding of the basic argument, not having participated in it...."

Councilor Dominguez said, "In a nutshell, yes there were other discussions about the kinds of cars that were being purchased, and if there was a potential savings there as well. And quite frankly, something that had been brought up in the past is that this Governing Body has mandated that it be done in the Radio Shop, and so that was part of the discussion."

Councilor Wurzbarger said, "Just so I understand the numbers, the cost savings are what. What is the bottom line number?"

Mayor Coss said it is \$50,000 plus.

Councilor Dimas said it would be \$54,900.

Councilor Wurzbarger asked, "And did the Finance Committee discuss the strategy of dealing with the issue of there not being sufficient cars."

Councilor Dominguez said, "Those little questions were asked. Yes."

Councilor Wurzbarger asked, "What was the interpretation, are you completely agreeing with the change.."

Councilor Dominguez's response was inaudible.

Councilor Wurzbarger said, "Well, I would like somebody from Finance and you're the Chair, so I prefer to deal with the Chair."

Councilor Dominguez said, "If I remember correctly, there was some discussion about a delay that happened in the previous round of vehicles that needed to get out. And I think there was some determination in the discussion, that delay was not the result of necessarily the Radio Shop, but communication errors between, or lack of communication between the Police Department and, I guess, the Radio Shop. And so there was some of that discussion that did take place."

Councilor Wurzbarger said she has questions of Chief Rael. She said, "I'd like to have you go on the public record to clarify what the implication of this is for the department."

Chief Rael said he didn't hear her question, and apologized.

Councilor Wurzbarger said, "My question is that I would like you to go on the public record to clarify, from your perspective as Police Chief, what the impact of the 5-week or more delay is on the Department exclusively, not the general generic, if you can share that with us for the record."

Chief Rael said, "It is my opinion that any delay could be hazardous in terms of fielding officers. As Deputy Chief Schaerfl indicated, if we were to fill the remaining positions very quickly, and hopefully we're on track to fill them regionally, quickly, we're not going to be able to field officers, and we're going to have to double up on car usage, so obviously, I would prefer having vehicles as quickly as possible."

Councilor Trujillo said, "You're saying we have 42 vehicles at 100,000 miles, right. You're saying we have 42 vehicles with over 100,000."

Deputy Chief Schaerfl said, "We have a list of 42, plus or minus a couple, that are in excess of 100,000. Of those 42, approximately 10 or 11 are in various stages of being redlined by our warehouse."

Councilor Trujillo asked how many, or if there are any, vehicles with more than 125,000 miles.

Deputy Chief Schaerfl said the actual list is approximately one month old data, so with the accumulation of mileage, of that list there are approximately 8 that are either approaching 140,000 miles, like usually there are couple of cars that have 170,000 miles.

Councilor Trujillo said, "I show one vehicle at 170,000 and that is redlined, and I would hope that vehicle is no longer in service, or is it in service."

Deputy Chief Schaerfl said that vehicle is still in service, and it does happen to have no problems as we speak.

Councilor Trujillo said I'm showing it is redlined. Needs gaskets. He asked, "So, are we putting our officers in danger of running a vehicle.... This is my concern. Vehicles like this should be taken off, and if it is 125,000, then that's where you start hitting the criteria to be redlined or replaced, because it costs more to maintain than the car is worth."

Councilor Trujillo said, "What I would like to know is how predictable... how many vehicles will be getting out a week from the Radio Shop."

Deputy Chief Schaerfl said, "First of all, with regard to that list, I have had a conversation with our supervisor at the City Warehouse, and the maintenance levels that are used to require or lead to car being redlined is because the cost of the transmission at \$4,500 is now worth equal to what an older car is. Now we consider that on a case-by-case basis, because I don't have the luxury to automatically redline a vehicle for a single mechanical problem if it can be fixed. We are spending exponentially more to keep our old vehicles running than we have in the past, and to keep them safe."

Councilor Trujillo asked if we know how much we're spending.

Deputy Chief said, "I don't have that off the top of my head. It's on a case by case basis."

Councilor Trujillo said, "The reason I bring this up is because, you know there are programs out there, and I'm not trying to pitch anything with fleet focus that I think we, as a City need to look into, because these programs manage fleet systems and let you know when things should be replaced and keep a complete history of this. The reason I know this, is because I deal with it on a daily basis. I think we're keeping vehicles sometimes too long, not only in the Police Department, but throughout the City, and these are issues that are going to plague the City all and forever. But I do understand where we're coming from in keeping them here. My concern is, yes, how many vehicles are we going to be getting out a week. If we're going to replace those vehicles, I think it can be done in-house. We're going to send all 42... how many were we going to send to Albuquerque. All of them."

Chief Schaerfl asked, "Of the old vehicles."

Councilor Trujillo said, "No. Of the new ones we're getting. Every single one of them."

Deputy Chief Schaerfl said, "Of these 30 vehicles, Councilor, all 30 of them are purchased through Don Chalmers Ford. 25 of them are marked vehicles for patrol and 5 will be unmarked for investigations. If our Radio Shop does the updates and the Santa Fe Police Department takes custody of all 30 of them and we work on logistics with the Radio Shop to get them the cars, their guarantee to us is 2 vehicles a week. As those vehicles are completed, they can return those to us and we'll slowly... they're not going to hold all 30 vehicles."

Councilor Trujillo said, "Then this private company is saying 2 vehicles per week."

Deputy Chief Schaerfl said, "MHQ in Albuquerque is guaranteeing 3 vehicles a week."

Councilor Trujillo asked, "And many are we guaranteeing."

Deputy Chief Schaerfl said the Radio Shop has indicated they can do 2 per week.

Councilor Bushee asked how many officers we are down right now, not filled positions.

Deputy Chief Schaerfl said there are 9 vacancies, not counting those on military or alternate duty.

Councilor Bushee asked, "How many officers... you said 9 vacancies, those are hires, but how many are not serving the City of Santa Fe currently."

Deputy Chief Schaerfl said, "I believe we have an additional 3 officers that are on military orders. We have 7 people on light duty and we have 9 vacancies."

Councilor Bushee said, "We've got 19 officers that are not needing vehicles right now. When do you expect all of those 19 officers to need a vehicle, by what time frame."

Deputy Chief Schaerfl said, "That varies, because we have some light duty people who could come back next week."

Councilor Bushee said, "Then if we have urgency now to get these cars here, roughly since you have a concern, I want to allay those fears."

Deputy Chief Schaerfl said the military personnel, 2 of 3 are back in the United States and will be rejoining us in mid-January. Our light duty people go from one week from today to 6 months from today. We have 2 female officers who are pregnant right now, who won't need a vehicle for a while. It does vary."

Councilor Bushee said there are 9 vacancies and asked "when you would expect to have them needing a vehicle."

Deputy Chief Schaerfl said, "Those positions are not hired yet, so I couldn't tell you. We have 3 lateral officers in background now, and we just graduated 5 from the New Mexico Law Enforcement Academy, and as soon they finish their 14 week program, all 7 of those...."

Councilor Bushee said, "14 weeks. A 14 week program."

Deputy Chief Schaerfl said, "Yes."

Councilor Bushee said, "I'm not hearing the 5 week urgency that I heard before just delivered by the Chief. That's just me. I'm hearing different numbers. I want to give my Finance Committee experience on this. Previously, this is an old story, this is becoming a very politically strange dance. But previously, we had vehicles that sat, these are Xterras for the Public Safety Aides, that had sat behind the substation on West Alameda for I don't know how many months, not even being tended to. And the debate at the time was let's get these vehicles that were bought in New Mexico and ship them to Colorado to an all different contractor to have them put the radios and the stenciling on. And it was couched in the terms of urgency, must save time, it's efficiency, and we were going to cost the citizens of Santa Fe, I don't know, a couple of hundred thousand dollars or headed to three hundred thousand dollars on that venture."

Councilor Bushee continued, "This one's on a smaller scale, but we're still ordering vehicles, I mean previous to this one, this round of ordering vehicles, we were ordering Ford 250s like 10 of them, trucks for I don't know who to use, and then the Public Safety Aides were getting these Xterras, other big gas guzzling cars, and they were harder to fit and you had to order special parts for the radios or whatever. But all this, at the time, was aimed at high position, moving them to out-of-state contractors, spending more money and by-passing our Radio Shop. So this debate has gone for a long time. This is a smaller version of it. We were ordering higher powered vehicles than perhaps we needed, and we were bypassing the Radio Shop. So the Finance Committee made it a point for, that why would we want to do that, delay the whole thing, send it up to Colorado, it costs more, and not get... you know why. So that's where that debate started, and this is where it should end. We should just vote for this and go ahead, and I don't see the urgency of 19 vacancies we currently have in 5 weeks. I think this will get taken care of. I'm not sure, Mayor, where that came from for you. I understand this is getting very political. I really would like to end the little gamesmanship here and just get this thing voted on."

Councilor Ives said, "Having been present at both those Finance Committee meetings, I know at the first meeting, I asked the Deputy Chief about the urgency of trying to get these vehicles in hand. And at that meeting, he did explain the delays for not moving it forward at that point in time, by virtue of closure of the production facilities during the month of December, and there were at least two of us who, at the time, were interested in moving ahead at that point in time, but again, it wasn't the pleasure of the Finance Committee to do that. And then, as a result of their request for additional information, the proposal was modified by virtue of discussions, presumably between the Police Department and the Radio Shop. From my perspective, while I recognize that there are additional costs associated with having MHQ do that work, in terms of parts expense, I never felt I've seen apples to apples to understand that cost versus the cost of doing it in-house. My understanding is that the folks in the Radio Shop are generally pretty busy in any event, because we have a significant number of vehicles with these types of requirements across the City fleet. And so I think, at the last Finance Committee, because of the change in position from the Police, we had wanted to move this forward, at least up to Council as quickly as possible, so that we could all consider in terms of what we thought was prudent and necessary moving this forward."

Councilor Dimas said, "Chief, I'm hearing two different stories tonight. We've gone over this, like I said, numerous times at Finance Committee, and now you're telling me a whole different story about redlining cars. Some of this is, I'm not saying.... is exaggerating the truth, let's put it that way. And I've got to tell you that I'm a little miffed at what I'm hearing tonight that we're going to redline 10 vehicles. Is that correct. I mean you just said that you're going to redline 10 vehicles by the time these vehicles get here. Is not what you just said."

Deputy Chief Schaerfl said, "The initial list of vehicles that were going to direct replacement for these 30, was included in the initial packet from November 5<sup>th</sup>. Since that time, we have had 2 vehicles added to that because one is a crash and one is a lone transmission, so there is a little bit of change in those numbers. The Police Department itself isn't the one who redlines the vehicles. Our City warehouse does, but we do have open communication along those lines. The total number has changed by 2 since the initial proposal, one from a crash and one from a major mechanical malfunction. The 10 that are looking to be redlined, of those, 2 or 3 of those are on a debate status right now, and we are waiting for the warehouse to provide us with an estimate for possible repairs, so we don't have a finalized redline or service to put back in the fleet, from the warehouse yet. But the two that I'm speaking of, one was totaled in a pursuit and one had a transmission blow on an old vehicle and it was not financially sound to replace it. So, in fact since our first meeting, that list has been adjusted by 2, definitely by 2."

Councilor Dimas said, "This is what I heard the first time we met, was you were going to redline 2 vehicles, they were going to be taken out of commission, and those were 2 that were going to be replaced with the additional vehicles that were coming in now. Now, tonight, I'm hearing 10 vehicles. If you look back in the minutes of the Finance meeting, you said 2 vehicles, then tonight, I'm hearing 10 vehicles. So which is it. Is it 2 or is it 10."

Deputy Chief Schaerfl said, "It could be 10. If the warehouse decides..."

Councilor Dimas said, "You didn't say it could be, you said it would be."

Deputy Chief Schaerfl said, "Well, I may have misspoke. Again, redlining vehicles is not my call. I go on the information provided by our City Warehouse...."

Councilor said, "Well you're a representative of the City on this, so it should be your call. Listen. This is really perplexing to me. If you go to point 13 of your Memo [page 2], it says" 'After a complete inventory of the crashed or otherwise non-useable Police Vehicles was conducted, only two vehicles contained equipment of any significant value which may be transferred into the new units.' This is something we talked about, was taking radios and other usable equipment out of these vehicles so we could save the taxpayers, our citizens, money on... because you wanted to order all brand new parts for every vehicle. Is that not what you were asking for."

Deputy Chief Schaerfl said, "Yes sir."

Councilor Dimas said, "Until we asked, until we started questions about can we reuse some of this equipment, radios, radar unit, cameras and all these other things. And this is what you came up with in the Memo that came to the Finance Committee. It states, '...The items were 2 Motorola police radios valued at \$4097.20 ea (new), thus saving \$8,194.40 in new equipment procurement.' That's for two vehicles. Now, I'm hearing that there's going to be 10 vehicles. Mr. Thomas [Williams] my next question is for you."

Councilor Dimas said, "Having heard that now it's 10 vehicles, so cost savings, and I know you didn't bring a calculator tonight, but in your knowledge of what we're talking about, if we're talking 10 vehicles and there's 8 more vehicles, and there's got to be more equipment on those 10 vehicles that are reusable. I think we talked about this once before. But I think, are we looking at probably, just for radios, if you've got 8 more vehicles at \$4,000 each, another \$32,000 in savings. Just from radios."

Mr. Williams said, "Councilor Dimas, yes that would be correct, based on that amount."

Councilor Dimas said, "And then if you start adding the cameras and all the rest of the things that goes into these vehicles that can be reused because they're still under warranty and they're still very usable, we're probably talking a significant amount of money, are we not."

Mr. Williams said, "Potentially, yes sir."

Councilor Dimas said, "Okay. And this is money that our own Radio Shop can save us."

Mr. Williams said, "Yes sir. Potentially."

Councilor Rivera said, "Just one final point, but on the October 17<sup>th</sup> Memo, it says that the Finance Committee voted to rejected the request, and it gave several bullet points of what they did approve, or their recommendation. And one of them was to have the complete installation performed by the City Radio Shop. If that was the recommendation of the Finance Committee, why do we have two bullets now, with the option to go to either one. The direction was clear from the Finance Committee to have complete



installation performed by the City Radio Shop, had that recommendation been followed, and that being the only bullet point on the Memo tonight, we wouldn't be having this discussion. Why keep the two bullet points, when the recommendation from the Finance Committee was clear."

Deputy Chief Schaerfl said, "The question came up not at all as to the direction from finance. The question came up in our cooperation and interaction with the Radio Shop as to the ordering, procurement, storage, installation of the ancillary equipment. I was instructed to put both sets of data in there that if MHQ, as the original proposal had indicated, they would be the sole source provider for everything going in the car. If the Radio Shop does it, then through our conversation with the Radio Shop, the Radio Shop indicated to us that they would be willing to, and in fact, expedite the process of ordering the police radios, the emergency equipment, the light bars, etc. And so [inaudible] the two bullets, if the Radio Shop does the upfit, they will take care of ordering, procuring, inventorying, storing and installing all equipment, as opposed to MHQ who was going to do that on the first proposal."

Councilor Calvert said what Councilor Rivera is referring to is the Memo which went to the Finance Committee which would give the Committee the ability to consider that option, and "not after the Finance Committee Meeting to get resolved or any discussion."

Councilor Rivera said in the body of the Memo it says that the recommendation is to have complete installation performed by the City Radio Shop is clear to him.

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

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

**Against:** Councilor Ives, Councilor Wurzbarger and Councilor Calvert.

**Explaining his vote:** Councilor Trujillo said, "I'm going to vote yes, but this is what I think needs to happen. As these vehicles come in, we need to look at each fixed asset number, starting with 52899 \$174,000, work your way down to these, because those are your top priority. Don't worry about ones that are already totaled. Get these ones finished, get these ones out service and fixed as quickly as possible, then work on the ones that are already pulled. I'm voting yes, but this is my recommendation, you guys, how you prioritize what things are going to get done first."

**Explaining her vote:** Councilor Wurzbarger said, "I'm voting no, and I really wish this had gone to the Public Safety Committee and not just to Finance."

**Explaining his vote:** Councilor Calvert said, "I think I'm erring on the side of the safety of our Police Officers, so I vote no."

- 10 (f) **REQUEST TO PUBLISH NOTICE OF PUBLIC HEARING ON WEDNESDAY, JANUARY 9, 2013: BILL NO. 21012-39: AN ORDINANCE RELATING TO THE WATER CODE, CHAPTER 25 SFCC 1987; AMENDING SECTION 25-1.3 SFCC 1987 TO EXEMPT SANTA FE PUBLIC SCHOOLS FROM COMPLIANCE WITH PORTIONS OF CHAPTER 14 SFCC 1987 (LAND DEVELOPMENT LAWS) WHEN THE CITY AND THE SANTA FE PUBLIC SCHOOLS HAVE ENTERED INTO A MEMORANDUM OF UNDERSTANDING REGARDING DEVELOPMENT OF PUBLIC SCHOOL PROJECTS WITHIN THE PRESUMPTIVE CITY LIMITS AND MAKING SUCH OTHER STYLISTIC OR GRAMMATICAL CHANGES THAT ARE NECESSARY (COUNCILOR DOMINGUEZ AND MAYOR COSS). (MATTHEW O'REILLY)**

**MOTION:** Councilor Dominguez moved, seconded by Councilor Bushee, to approve this request.

**DISCUSSION:** Councilor Dominguez asked Mr. O'Reilly for an update on the discussions he has had with the Public Schools.

Councilor Bushee asked if the Councilors could get that individually.

Councilor Dominguez said, "Okay. Well as long as we ask for it individually at the time that the OAE comes in front of us, we can't then say, well we didn't know, so that's fine."

Councilor Bushee asked if it is a change to the publication order, and Councilor Dominguez said no.

**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.

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**END OF CONSENT CALENDAR DISCUSSION**

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*Councilor Wurzbarger departed the meeting*

11. **STAFF PRESENTATION REGARDING MONTANO STREET PURSUANT TO RESOLUTION NO. 2012-76, RELATING TO THE HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE MONTANO STREET NEIGHBORHOOD; DIRECTING STAFF TO EXPLORE AND MAKE RECOMMENDATIONS ON OPTIONS TO THE GOVERNING BODY. (LeANN VALDEZ)**

Councilor Dominguez asked Ms. Valdez to clarify what the previous Resolution directed staff to do, because he has questions. The Memo says, "The referenced resolution was approved by the City Council on September 12, 2012." He said it then says the resolution requires staff to hold a public hearing, which

he assumes has happened, and to inventory rights-of-way which may or may not have happened; and investigate costs and present recommendations and project costs to the Governing Body within 90 days, and said he presumes this has not happened.

Ms. LeAnn Valdez said staff is here to report on their recommendations from that meeting in accordance with the Resolution approved by the Council. She said they did have the public meetings which was attended by staff from Public Works, Land Use, Fire and Police, along with Councilor Calvert. She said she gave out comment sheets asked the neighbors to provide their feedback, noting these are in the Council packet. She said the preliminary evaluation of the costs are estimated at \$500,000 to \$800,000. She said she met with the Fire Department personnel at the site, to look at the different options for an emergency access.

Ms. Valdez said a few of those who attended the November 15<sup>th</sup> meeting are here to voice their concerns, noting their comments are a part of the Committee packet.

Mayor Coss asked Councilor Dominguez if this answers his questions.

Councilor Dominguez said, "It does, I guess, kind of. So essentially what you're doing is by giving us the report you are fulfilling the mandate of the Resolution. Okay."

Ms. Valdez said, "Yes."

Eric Martinez said, "I think LeAnn pretty much covered the presentation in a nutshell, just summarizing, briefly the details of the Memo and of course we stand for questions if there are any. And that's why we're here. We're fulfilling the direction provided in the Resolution to provide a summary and recommendations on this issue, to the Governing Body."

Councilor Calvert said, "I want to note the recommended action from the Public Works Department in here: (1) further evaluation of limited emergency access as recommended by the Fire Department through Ashbaugh Park or other locations; or (2) no further action."

Councilor Calvert said "Montano Street has been on our books for many years, and we have been asking property owners in the vicinity to set aside property for the right-of-way, based upon that plan. What I wanted to do is to go out to the neighborhood and get their opinion on whether they thought that this was a good idea to have a continuous street. I can tell you that there was no doubt about what we heard from the neighborhood, that they did not. That's one of the things that was in the Resolution that we wanted to find out."

Councilor Calvert continued, "But I also heard they would be interested, maybe, depending on how it was done, to have an emergency access. Because they've already had an incident on a street that's one-way in and one-way out, that the Fire Department was unable to get there. So what I would be asking our staff to do, is to fulfill the remaining obligation of the Resolution, which is to explore those options. There were at least 3 mentioned in the meetings, and I think the neighborhood certainly has preferences on those. But I want to have staff flesh out those 3 options, and what they would entail, and then have

another meeting with the neighborhood as promised, and get their feedback as to whether they wanted to support any one of those 3 or none of those, so we can move forward, or not and close the books. And if we're not going to use any of those dedications that we asked for from property owners, I don't know what the process is, we might do that. This is just trying to get the information and do something which is sort of what I refer to as "fish or cut bait" time on the proposition in this Plan. If we don't want to do it, then let's stop asking people for dedications on their property and take that off the plan."

Councilor Bushee said, "I think perhaps this is not really... it's been on the consent calendar through both Public Works and Finance Committee. I was not here when it went through Council. It was the Labor Day weekend after that meeting. And so it was not taken off, but I can tell you the reason this has sat on the books and never moved for the decades that I at least have know of this project, and now it's part of mine and Councilor's District. I also talked to the current Councilor and former Councilor for District 3. But this has never been a desired connection for that part of town. In fact, they are overwhelmingly against adding any additional traffic, of course."

Councilor Bushee continued, "I know the Ortiz Family is interested perhaps in development. I think they can acquire access through the schools at some point. And I can even tell you that the concern the neighborhood, at least that I have spoken to, has are concerns around even an emergency access, a gravel road, because it that it opens the door or the door of possibilities for an actual road. And so, my recommendation at this juncture having heard resoundingly and clearly from folks in the neighborhood is no further action and I would make that as a motion and hope for a second."

Mayor Coss said he is unsure we can make a motion, the way this is advertised.

Councilor Bushee asked why the recommendation is "no further action," under recommended actions by staff.

Geno Zamora, City Attorney, said, "That is the title of the Resolution. How this was advertized, at the beginning of #11, 'a Staff presentation regarding Resolution and the title of the Resolution.' So what has been advertised for this evening is simply a presentation, and not any action by the Council. However, the Council and Council members do have the option from the dais, individually, making recommendations to the Council on how to proceed. But that would informal and not actual action. You're just providing feedback."

Councilor Bushee said, "I don't want to add to this project, so everybody understands that nobody wants it built."

Mayor Coss said it will have to put on agenda as an action item.

Councilor Bushee said, "Then I ask that for the next Council meeting and I will sponsor whatever resolution you need."

Councilor Dominguez, "Just a procedural question Geno. If I heard you correctly, it sounds like there are two different titles that should have been advertised. Is that true. Because one is the report, and that's why I was asking the question ahead of time. One is a report and the other is a direction to staff, via a Resolution."

Mayor Coss said they are fulfilling the action by reporting back now, and he thinks it is very clear that the no action alternative is what the community wants.

Councilor Dominguez said he will speak with Mr. Zamora later, so he can understand this procedurally.

**12. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – PRINTING, MAILING AND ARCHIVING SERVICES OF UTILITY CUSTOMER BILLS FOR UTILITY BILLING DIVISION; INFOSEND, INC. (RFP #13/07/P). (PETER ORTEGA**

Peter Ortega said this was heard by the Finance and Public Utilities Committees. The Finance Committee recommended extending the term of the contract for 18 months rather than 12 months, to get it in line with the City fiscal year.

**MOTION:** Councilor Dimas moved, seconded by Councilor Calvert, to approve this request.

**CLARIFIED MOTION:** Ms. Vigil said the motion should include increasing the time period as well as the compensation.

**RESTATED MOTION:** Councilor Dimas moved, seconded by Councilor Calvert, to approve this request, with a contract extension to June 30, 2014, in the amount of \$95,820, for compensation through that date, so that the contract is in line with the City's fiscal year.

**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:** None.

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

13. **REQUEST TO PUBLISH NOTICE OF PUBLIC HEARING ON WEDNESDAY, JANUARY 9, 2013: BILL NO. 2012-41: AN ORDINANCE RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11 SFCC 1987; APPROVING AND ADOPTING AN AMENDED LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND RODEO PROPERTY, INC., FOR AN INDOOR MULTIPURPOSE FACILITY, A LOCAL ECONOMIC DEVELOPMENT PROJECT (MAYOR COSS). (NICK SCHIAVO AND FABIAN TRUJILLO)**
- a) **ECONOMIC DEVELOPMENT AMENDED PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND RODEO PROPERTY, INC.**

Fabian Trujillo presented information from the Legislative Summary which is in the Council packet, noted this Ordinance is memorializing the City's total contribution of \$100,000 for the completion of the plan and design phase of the project, which will be matched by the State in the amount of \$81,000 for the architectural design phase and the County's contribution of \$19,000 for the planning phase on a dollar for dollar basis. Please see the Legislative Summary, and attached bill for specifics of this presentation.

**MOTION:** Councilor Dominguez moved, seconded by Councilor Dimas, 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 and Councilor Trujillo.

**Against:** None.

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

14. **MATTERS FROM THE CITY MANAGER**

There were no matters from the City Manager.

15. **MATTERS FROM THE CITY ATTORNEY  
EXECUTIVE SESSION**

**DISCUSSION OF THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY BY THE CITY OF SANTA FE, IN THE FORM OF A LEASE AGREEMENT BETWEEN ST. JOHN'S COLLEGE AND THE CITY OF SANTA FE TO LEASE REAL PROPERTY FOR THE PURPOSE OF OPERATING AND MAINTAINING A WATER TANK BY THE CITY'S WATER DIVISION, PURSUANT TO §10-15-1(H)(8) NMSA 1978, AND DISCUSSION OF THREATENED OR PENDING LITIGATION IN WHICH THE CITY OF SANTA FE IS OR MAY BECOME A PARTICIPANT INVOLVING ST. JOHN'S COLLEGE, PURSUANT TO §10-15-1(H)(7) NMSA 1978.**

Mr. Zamora said an action items follows this one and staff will be presenting an information packet either in Executive or Open Session, and based on the desires of the Governing Body the packet can be released to the public, subsequent to the decision.

Mayor Coss said this appears to be an issue where we don't necessarily have to go into an Executive Session, "and since it's already after seven, if the Governing Body is in agreement, why don't we just hear this now and take care of it, and keep rolling."

Councilor Dominguez asked if he needs to make a motion that we don't go into Executive Session, or is it just to hear this publicly.

Mr. Zamora said, "No you can choose just to move onto Item #16."

Councilor Dominguez asked if we need to amend the agenda.

Mayor Coss said, "No. We'll just go on to Item #16. Thank you, Councilor."

**16. ACTION REGARDING THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY BY THE CITY OF SANTA FE, IN THE FORM OF A LEASE AGREEMENT BETWEEN ST. JOHN'S COLLEGE AND THE CITY OF SANTA FE TO LEASE REAL PROPERTY FOR THE PURPOSE OF OPERATING AND MAINTAINING A WATER TANK BY THE CITY'S WATER DIVISION, TO ADDRESS POTENTIAL LITIGATION BETWEEN THE CITY OF SANTA FE AND ST. JOHN'S COLLEGE. (GENO ZAMORA)**

A Memorandum dated December 12, 2012, with attachments, to the Mayor and Members of the Governing Body, from Geno Zamora, City Attorney and Judith Amer, Assistant City Attorney, regarding the Settlement Agreement and Lease of property by the City at St. John's College, is incorporated herewith to these minutes as Exhibit "4."

Mr. Zamora said Ms. Amer is passing out a memo that summarizes what we're asking for approval this evening.

Mr. Zamora said, "Essentially, either the settlement with St. John's College in Santa Fe, it is 3 items coming together into one settlement. It addresses the incorrect placement of the City's water tank on St. John's property. In actuality, that was done by PNM prior to acquisition, but we now own a water tank that's not within the leasehold. It's partially within and outside the leasehold, so this settlement would correct that."

Mr. Zamora continued, "Secondly, St. John's has alleged and it is part of this settlement packet, that the City has overcharged St. Johns, in excess of \$200,000 in water fees over the last several years, so this would resolve that alleged overcharge by the City."

Mr. Zamora continued, "Third, this settlement would resolve issues, longstanding issues between the City and St. John's regarding upsizing water valves for private fire protection systems on the College."

Mr. Zamora continued, "Stated simply, this settlement would enact a new Lease Agreement that is appropriate for the location of the water tank, and two, the overcharge, the alleged overcharge would be applied by the City making the appropriate water valve change and not charging the school for that. And the final result is that would leave an amount of \$7,900, which would remain as a credit to St. John's College on their future water bills. There is no exchange of monies for the settlement. I stand for questions. It is the recommendation of the City Attorney's office to approve this agreement."

Councilor Calvert asked what is it costing City, the bottom line in terms of cost.

Mr. Zamora said, "The cost is approximately \$210,000. The alleged overcharge by the City to the College is \$202,000, and then if you add the \$7,900 credit, it comes out to more or less \$210,000 in foregone water fees.

Councilor Calvert asked, "What about the meter all that."

Mr. Zamora said, "By the City upsizing the water valve to provide adequate pressure for fire protection systems and the meters, etc., that relate to it, the City does all of that, but does not seek payment for that, and that's the approximately \$202,000. I am forgetting another.."

Ms. Amer said we calculated that the over-billing is \$202,228, so that would be essentially what the City would owe St. Johns, but instead of crediting them \$202,000 approximately, the City will be using their on-call contractor to upsize the valve from 3 inch to 6 inch. And when you subtract that from the \$202,000, that leaves the leaves the \$9,700 remaining credit. So essentially all the costs to upsize the meter is \$194,298, commenting that is on Page 2(b).

Councilor Calvert asked where the \$163,000 comes into the picture.

Ms. Amer said that was part of the overcharge, so the \$163,000 plus the \$39,228, totaled \$202,228.

Councilor Calvert asked if the fire protection has anything to do with it.

Ms. Amer said the fire protection is a third issue, so there's 3 separate issues. There's the improper location of the water tank which is corrected the lease. There's an alleged over-billing issue and then there's fire protection issues that the City raised in the letter in 2008, and that has to do with water pressure, and we're also going to correct that. They needed 3,500 gpm requirement for their fire protection system.

Councilor Calvert asked if that has anything to do with the size of the meter.

Ms. Amer said Brian Snyder probably could answer that question better than she could.



Brian Snyder said it has to with the PRV sizing, the meter and the line sizing. By upsizing all three of these items, they will get the adequate fire flow and pressures.

Councilor Calvert asked if the City guarantees the right amount of pressure, in terms of when this was installed, and does that relate to the 3 versus 6 inch meter.

Mr. Snyder said, "No. The most important part is to get to the power rating it needs. It is upsizing the PRV Station and the size of the line. The meter itself was sized correctly when it was sized originally, but over time that meter has grown to be incorrectly sized. And upsizing from a 3 inch to a 6 inch meter accomplishes getting St. St. John's College the correctly sized meter to provide the irrigation flows and the domestic flow that they need. Right now, the setup is, they have a 3 inch meter and a 6 inch meter. The 6 inch meter is a dedicated fire meter and we don't bill volume metric flow through. So the it allows the flow going through the fire flow meter. So to rectify that situation, we're properly sizing the meter, so all their water can be billed accurately through one meter."

Mr. Zamora said, "What we have here are 3 separate issues that could be litigated separately but one comprehensive settlement. So I think your approach, Councilor Calvert, of understanding the issues separately is helpful. But again, we could have 3 separate settlements. The City owes money for the damages to the property and the proper leasehold. And secondarily, a lawsuit over whether the City owes money for over-charges. And third, a lawsuit by the City against St. John's for not having proper infrastructure. It just so happens the 3 items can be, instead of litigated or settled separately, can be settled as one comprehensive settlement."

Councilor Calvert said, "Okay so the meter thing and all that, that's sort of something that we need to balance with the amount, the total amount that's actually due or owed. Is that correct."

Mr. Snyder said, "That is correct. That is the amount that's been overpaid and to direct deposit. As Geno said, we're going to be using that amount that was paid and credited toward getting adequate fire flow and getting the properly sized meter at that facility."

Councilor Trujillo said, "Geno, you said damages to the property. What damages did we as a City do to that property."

Mr. Zamora said, "It's an issue that we acquired.... it's another issue that we acquired when we acquired the water system, prior to the City owning the water system, when PNM, and Brian may be able to give further detail. But when PNM built this water tank, they negotiated the location of the water tank and the leasehold, what exactly the dimensions were, what the exact location was. As we have discovered, PNM built on a site other than what was negotiated for. So we have potential for litigation there."

Councilor Trujillo asked if we have a survey of 1973, showing where that tank should have been.

Mr. Zamora said, "It is my understanding, yes, that we do have the surveys that show where it should have been and surveys showing that it is not where it should have been."

Councilor Ives said he isn't understanding the meter size issue in full context. He said, "I'm looking at Paragraph 2, on page 2, of the Memo, and it talks about "...The City Water Division, Engineering Section reviewed a Water Use Study prepared for St. John's College and incorrectly stated: The main meter is 6 in. Size and the by-pass meter is a 3 in. Size. The College billing is based on an 8 inch large commercial meter. In actuality, the St. John's College water billing (consumption and tiered allotments) was based on a 3 inch meter size.'

Councilor Ives continued, "What size meter was there. I understood Ms. Amer to say it's a 6 inch and a 3 inch, the 6 inch for fire and the 3 inch... Presumably, if it's going through the 3 it was somehow erroneous to be billing for a 3 inch meter."

Mr. Snyder said, "To answer your first question, what size meters are there. There is a 6 inch meter and a 3 inch meter. There is, leading up to the 6 inch meter, 8 inch piping. That's where staff, when they originally looked at it, thought it was an 8 inch meter, made an assumption of an 8 inch meter. It's not an 8 inch meter, it's a 6 inch meter, so you have a 6 inch meter and a 3 inch meter. When the system was originally designed, it was dedicated entirely for fire flows, and would not build a 4 inch or a [inaudible]. And the billing system was set up just to bill for the 3 inch meter, service charge and line charge. But what's happened over time is that campus expanded or as they irrigated, water went through the 3 inch meter, but it also went through a 6 inch meter. So it eased into the capacity of the 6 inch meter which was dedicated for fire service. The intention of correcting this problem is to get an accurately sized meter that normally meets domestic and irrigation demands and the need of the College, and to built it accurately, but also sized for the adequate capacity of when and if there is a fire demand at the college."

Councilor Ives said he is clear on that, and it is good to put the solution in place so that it would make sense from the engineering perspective. He is struggling with the liability issue and the reason the City building for a 3 inch meter which was in place, creates \$194,000 liability on the City's part.

Mr. Snyder said, "With our rate structure the way it is, each meter is given an allotment and that's where the dollar amounts, calculated over the last years at the tier rate during the summer months for a 3 inch meter, it is 160,000 gallons, so anything over 160,000 gallons was a tier two rate. So the College would go at a tier 2 rate for a good portion of their.... during the summer months they consumed somewhere close to 1 million gallons in a month. What the difference is between the amount listed for the 3 inch and a 6 inch, and that's how the \$194,000 was calculated.

Councilor Ives said he understands the calculation, but he is still not clear on the liability.

Ms. Amer said, "Perhaps the way I can explain it to you is that it shouldn't have gotten bumped into the second tier of the 3 inch rate. And that is where the liability is, because it did get bumped into there. It should have been billed at the 6 inch rate."

Councilor Ives said it seems to be we're saying the City is liable for not having put a larger meter in there.

Ms. Amer said, "No, for billing at the improper rate after it first came to our attention. This was brought to our attention in 2009. So we're only going back to the time when it first came to our attention."

Councilor Calvert said, "Point of clarification. I thought you said earlier, they had a 6 and a 3 inch, and the 6 inch was dedicated primarily for fire, and the 3 inch would have been for everything else, but that isn't exactly how it was being operated."

Mr. Snyder said, "That is correct, that it would be known in the system as a 3 inch." He referred to page 2, 1(B)(2) of Ms. Amer's Memo. He said back in May 2009, when the College did its engineering analysis, they approached the City and the City looked at the meter size and incorrectly stated to the College that the College meter was billed at the correct size which was the 6 inch, when in actuality it was billed at a 3 inch meter size. So that's where our liability began and that we were billing incorrectly.

Councilor Calvert reiterated he understood Mr. Snyder to say the 6 inch was for fire protection only and the 3 inch was for all other consumption. He said it sounds as if we were billing for the proper meter size, saying this was regular consumption probably for irrigation.

Mr. Snyder said based on demand, irrigation and domestic demand, they needed a 6 inch meter. They had a 3 inch meter and City staff incorrectly told them a 6 inch meter was being billed and their allotments, billing sizing was based on a 6 inch meter and that's how it would be.

Councilor Calvert asked if the College has a 6 inch meter for fire and Mr. Snyder said yes.

Councilor Calvert said, "Then you're saying that, besides the 6 inch for fire, we told them one for regular consumption as well."

Mr. Snyder said, "We told they were being billed based on a 6 inch meter."

Councilor Calvert said then that was incorrect, or we were erroneously using the information for the fire meter, and Mr. Snyder said this is correct.

**MOTION:** Councilor Dominguez moved, seconded by Councilor Ives, to approve the purchase, acquisition or disposal of real property by the City of Santa Fe in the form of a Lease Agreement between St. John's College and the City of Santa Fe to lease real property for the purpose of operating and maintaining a water tank by the City's Water Division.

**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.

**Absent for the vote:** Councilor Wurzbarger

**17. MATTERS FROM THE CITY CLERK.**

There were no matters from the City Clerk.

*Mayor Coss moved item #18 Communications from the Governing Body to the end of the agenda.*

**END OF AFTERNOON SESSION AT 7:25 P.M.**

## **EVENING SESSION**

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

The Evening Session was called to order by Mayor David Coss, at approximately 7:25 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 Bill Dimas  
Councilor Carmichael A. Dominguez  
Councilor Peter N. Ives  
Councilor Christopher M. Rivera  
Councilor Ronald S. Trujillo

#### **Members Excused**

Councilor Rebecca Wurzbarger, Mayor Pro-Tem

#### **Others Attending**

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

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

*Mayor Coss gave each person two minutes to petition the Governing Body.*

**Rick Fabrick** said he is here to encourage the City to get the voting machines for ranked choice voting. He read in the newspaper there are under served areas in the State, and "I'm thinking maybe they're going to buy some new voting machines at the Secretary of State where they buy them. So maybe if you work together, I guess there's a Charter Review Commission coming up too, and maybe you can agendize that and strategize how we can get the correct machines so we can vote as the City Charter says."

**Arthur Firstenberg** said a woman near St. John's Methodist Church had to move out of her house when the antennas in the chimney were turned on. They were turned on September 22<sup>nd</sup> and the radiation was so intense she couldn't even sleep in house that night. He said she's occupying my spare bedroom. He said she can't be in her house more than 2 hours at a time while she moves her things out. He said

she's not here to tell you herself, because she doesn't want to be subjected to the kind of ridicule that I have been subjected to in Santa Fe for going public.

Mr. Firstenberg said, "They are already working to install the 12 antennas on the roof of the Hotel Santa Fe that this Council approved two weeks ago. Those antennas are in my neighborhood. When they are turned on she will be unable to live in my house, and neither will I, and she and I will both be homeless. The Hotel's Spa and Fitness Center is 20 feet from 4 of the antennas and about 30 feet from 4 more of the antennas, and people will be dropping dead of heart attacks on the exercise machines. If it's possible, I urge you to reverse your vote. Thank you."

**Michael Holman** said he lives on Montano Street in Senior Housing which has 48 units. There are people there who are deaf and that walk on walkers, that have wheelchairs – it is an aged community. They enjoy the quiet and the space they have there. He feels strongly that any change to Montano would possibly create a thoroughfare, and "think of what that would do to the corner of Montano and Baca Streets." He said it would be incredible to try to get all of the traffic into Baca. He is concerned about the "health and safety of us." He said, "99% of us are against this. No action. And I do speak for a lot of people, and in a truthful manner. I don't know where this came from, but I do. I don't know why it's happening, but I do. And I'm all for, and so are all the people that I've spoken to, no action on this. Thank you."

**Jean Jarvis** thanked the Council for all that they do, noting she is amazed and thankful for their service. She also lives in the senior housing on Montano Street. She said none of them want any more traffic on Montano Street. She said, as has already been said, we have people who are disabled and deaf living among the 48 residents. She said Montano Street would go to Potencia which turns right onto Baca. She said she was going from Potencia onto Baca and she was in a car accident, and broke her neck badly. For her it is very important, because Baca is a tiny street, and they don't want any more traffic on Montano or Baca, because it is dangerous. Baca is a tiny little street and there isn't room. She said, "So anyway, we do not want any action, and we probably are going to get another meeting, we hope. We don't want any action. As to the fire thing, that would still mean that we would have a main street going past where we live. And this is something that we absolutely do not want to have happen. It would not be safe for us. Thank you."

## **G. APPOINTMENTS**

A Memorandum dated December 10, 2012, with attachments, to the City Council from Mayor David Coss, regarding Appointments – Amended, is incorporated herewith to these minutes as Exhibit "5."

### **Sustainable Santa Fe Commission**

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

Bianca Sopoci-Belknap – Reappointment – term ending 05/2015; and  
Glen Schiffbauer – to fill unexpired term ending 05/2013.

**MOTION:** Councilor Dominguez moved, seconded by Councilor Calvert, 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.

### **Charter Review Commission**

Mayor Coss made the following appointment to the Charter Review Commission:

Daniel Werwath.

**MOTION:** Councilor Trujillo 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.

## **H. PUBLIC HEARINGS**

### **1) TASTES LIKE CHICKEN, LLC, HAS REQUESTED THE FOLLOWING:**

- a) PURSUANT TO §60-6B-10 NMSA 1978, A REQUEST FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION TO ALLOW THE SALE OF BEER AND WINE AT CHEZ DALE, 451 WEST ALAMEDA STREET WHICH IS WITHIN 300 FEET OF THE SHRINE OF OUR LADY OF GUADALUPE, 417 AGUA FRIA STREET.**
- b) IF THE WAIVER OF THE 300 FOOT RESTRICTION IS GRANTED, A REQUEST FROM TASTES LIKE CHICKEN, LLC, FOR A RESTAURANT AND LIQUOR LICENSE (BEER AND WINE ON-PREMISE CONSUMPTION ONLY) TO BE LOCATED AT CHEZ DALE, 451 WEST ALAMEDA STREET.**  
**(Yolanda Vigil)**

The staff report was given by Yolanda Y. Vigil, City Clerk, noting there is a letter in the packet from Rev. Tien-Tri Nguyen, Pastor, the Shrine of Our Lady of Guadalupe, stating they have no objection to this request. She said there are staff reports on litter, noise and traffic in the packet, and staff does not anticipate a substantial change in litter or noise, or any unacceptable traffic impacts due to the approval of this request. Staff requests that this business be required to comply with all City Ordinances as a condition of doing business. She said the business current is undergoing a little bit of remodeling, and they have applied for their secondary permits.

### **Public Hearing**

There was no one speaking for or against this request.

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

**MOTION:** Councilor Calvert moved, seconded by Councilor Dimas, to grant the waiver of the 300 foot location restriction to allow the sale of beer and wine at Chez Dale, 451 West Alameda Street.

**DISCUSSION:** Responding to Councilor Ives, Councilor Calvert said 417 Agua Fria Street is the location of the Shrine of Our Lady of Guadalupe.

**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:** None.

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

**MOTION:** Councilor Calvert moved, seconded by Councilor Trujillo, to grant the request from Tastes Like Chicken, LLC, for a Restaurant Liquor License (beer and wine on-premise consumption only) to be located at Chez Dale, 451 West Alameda Street.

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

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

**Against:** None.

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



- 2) **REQUEST FROM ST. JOHN'S COLLEGE FOR A WAIVER OF THE 300 FOOT LOCATION RESTRICTION AND APPROVAL TO ALLOW THE DISPENSING/ CONSUMPTION OF WINE AT ST. JOHN'S COLLEGE, GREAT HALL, 1160 CAMINO CRUZ BLANCA. THE REQUEST IS FOR THE "MUSIC ON THE HILL ELEVATED" CONCERTS TO BE HELD ON JANUARY 19, 2013 AND FEBRUARY 16, 2013, FROM 7:30 P.M. TO 9:30 P.M. (YOLANDA Y. VIGIL)**

The staff report was given by Yolanda Y. Vigil, City Clerk, noting there is a letter in the packet from Susan Patten, Director of Development, St. John's College with respect to the request.

**Public Hearing**

There was no one speaking for or against this request.

**The Public Hearing was closed**

**MOTION:** Councilor Dominguez moved, seconded by Councilor Rivera, to grant the waiver of the 300 foot location restriction and allow the dispensing and consumption of and wine at St. John's College Great Hall, 1160 Camino Cruz Blanca at the "Music on the Hill Elevated" concerts on January 19, 2013 and February 16, 2013, from 7:30 p.m. to 9:30 p.m.

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

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

**Against:** None.

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

**18. COMMUNICATIONS FROM THE GOVERNING BODY**

A copy of "Bills and Resolutions scheduled for introduction by members of the Governing Body," for the Council meeting of December 12, 2012, is incorporated herewith to these minutes as Exhibit "6."

**Councilor Dimas**

Councilor Dimas wished everyone Happy Holidays. He hoping we can get some Christmas music on the Plaza which would be wonderful with the lights to enhance the holiday season.

### **Councilor Ives**

Councilor Ives had no communications.

### **Councilor Rivera**

Councilor Rivera wished the staff and the public a Merry Christmas and a Happy New Year.

Councilor Rivera said an Ordinance or Resolution was introduced by former Councilor Romero in 2010, dealing with bullying within the City. He would like to see that in light of what just happened at the State to one of our residents. He wants to become familiar with that ordinance.

He said he also would like music on the plaza.

### **Councilor Trujillo**

Councilor Trujillo wished his colleagues on the Council a Merry Christmas and a Happy New Year. It's been a good year and looks forward to the next year.

He congratulated the St. Michael's Horsemen on their win as State Champions in High School.

### **Councilor Bushee**

Councilor Bushee introduced a Resolution directing staff to work with the Public Service Company of New Mexico and the New Mexico Public Regulation Commission to implement a community solar program for Santa Fe, noting Councilors Trujillo and Dimas are cosponsors. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "7."

Councilor Bushee said Mr. Schiavo has contacted PNM and she has contacted PRC Commissioner Elect Valerie Espinoza, and they want to move forward with a solar program similar to that of Taos, which she described, saying it is cost effective.

Councilor Bushee said she met with Robert and gave him the Human Rights Campaign Report on Santa Fe not getting a great score, to give to the new Convention Center Director because it will impact tourism. She would like the Legal staff to review the list of criteria, and sure is unsure there is a complete picture for Santa Fe. She put the contact information the Report and she does want to hear back.

Mr. Romero said he gave it to David Austin to call her and he will check with him in the morning.

Councilor Bushee said Legal also needs to follow up.

Councilor Bushee said she has promised to meet with the people from the Montano Street area and said Councilor Calvert may want to come along. She said there are still a lot of ruffled feathers and discussions to be had.

Councilor Bushee wished everyone a happy and safe holiday season.

### **Councilor Calvert**

Councilor Calvert introduced the following:

1. A Resolution relating to the New Mexico Veterans' National Cemetery Fund established by Section 7-1-6.1 NMSA 1978; designating funds received from the New Mexico Department of Veterans' Services (NMDVS) for programs for local veterans; directing staff to establish a fund in the budget for the monies received from NMDVS to be deposited in; directing staff to enter into an MOU with NMDVS to designate a date specific on an annual basis in which the NMDVS should transfer funds collected to the City; and directing staff to schedule a Summit with the NMDVS and other veteran service entities to establish a process in which to use the funds for veterans programs. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "8."
2. A Resolution confirming the City of Santa Fe's membership in and supporting the efforts of the Western Adaptation Alliance and directing staff to reform the Green Team to seek how to both reduce greenhouse gas emissions from City operations, and engage the public in addressing how the effects of climate change will impact citizens. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "9."
3. An Ordinance relating to the City Water Budget Ordinance, Article 25-9 SFCC 1987; amending Section 25-9.5 to designate the 12 month evaluation of the City's total water system supply and total water system demand be from January 1 to December 31. A copy of the Ordinance is incorporated herewith to these minutes as Exhibit "10."

### **Councilor Dominguez**

Councilor Dominguez said he and Councilor Trujillo attended the Santa Fe Boys and Girls Club event, which was great and they congratulate them.

Councilor Dominguez asked Mr. Romero to extend thanks to the GCCC for the events over the past weekend and the number of holiday events they have been holding. He asked Mr. Romero to send him a copy of any correspondence with staff thanking them.

Councilor Dominguez requested contact information for the Santa Fe Legislators, so he can communicate with them as we near the Legislature.

Councilor Dominguez wished everyone a Merry Christmas, Happy Hanukkah and Happy Holidays to everyone, the staff, the public and his colleagues. He said today is the Mayor's Birthday.

Councilor Rivera asked that the contact information for the Santa Fe Legislators be sent to all of the Councilors.

Councilor Rivera asked Mr. Zamora, regarding the Settlement Agreement with St. John's, if he wants them back, and Mr. Zamora said no.

### **Mayor Coss**

Mayor Coss introduced the following:

1. An Ordinance relating to the Land Development Code, Chapter 14 SFCC 1987, regarding technical corrections and minor clarifications and amending various sections. A copy of the Ordinance is incorporated herewith to these minutes as Exhibit "11."
2. An Ordinance relating to the Voluntary River Conservation Fund, Article 25-8 SFCC 1987; amending Section 25-8.2 SFCC 1987, to expand the use of the donated funds to include projects that will improve the flow of water in the Santa Fe River in ways that enhance the ecosystems of the Santa Fe River and its Riparian Corridor. A copy of the Ordinance is incorporated herewith to these minutes as Exhibit "12."
3. An Ordinance relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; approving and adopting an amended Local Economic Development Project Participation Agreement between the City of Santa Fe and Rodeo Property, Inc., for an indoor multipurpose facility, a local economic development project. A copy of the Ordinance is incorporated herewith to these minutes as Exhibit "13."
4. A Resolution repealing Resolution No. 2012-1, relating to the Open Meetings Act; adopting the State of New Mexico Open Meetings Act by reference; and adopting notice requirements. A copy of the Resolution is incorporated herewith to these minutes as Exhibit "14."

Mayor Coss invited everybody to the open house at Santa Fe High School, 5:00 p.m. to 7:00 p.m., on Friday evening, which is right before the Employee Christmas Party and said the employees would love to see everybody there.

Mayor Coss thanked each of the Councilors for their service, along with Robert, Geno and Yolanda, and wished everyone a merry and safe Holiday Season.

**I. ADJOURN**

The was no further business to come before the Governing Body, and upon completion of the Agenda, the meeting was adjourned at approximately 8:00 p.m.

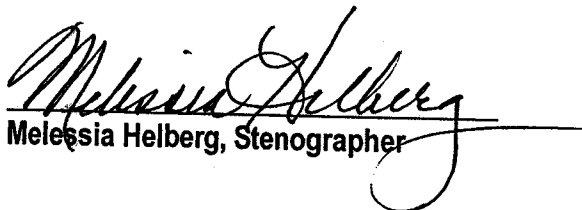
**Approved by:**

\_\_\_\_\_  
**Mayor David Coss**

**ATTESTED TO:**

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

**Respectfully submitted:**

  
**Melessia Helberg, Stenographer**

VERBATIM TRANSCRIPT OF ITEM #13  
City Council Meeting  
November 28, 2012

MAYOR COSS:

Then Item 13 is Case 2012-130, request for approval of the recommendation of the City Attorney pursuant to Santa Fe City Code, that the Governing Body dismiss the appeal of Arthur Firstenberg from the October 22, 2012, issuance of Building Permit #12-1903, for construction of a telecommunications tower alternative at Hotel Santa Fe. Kelley.

KELLY BRENNAN:

Thank you Mayor, Councilors. "I'm not going to say a lot. You've had a long memo from me. You will find on your desks a communication from the Appellant that was left in your boxes today, we made sure you all received them here. You will also see something that looks like this. I thought it would help you to have a better sense of where the site was. And on the first page, you'll see the Project Site with an arrow. On the second page there is an aerial from our GIS that shows the hotel is within this entire area, but the section where the facilities are being added is over here and I have outlined it in pink, and the facilities will be in about the middle of that. And on the next page, you'll see the plan. You can tell by the shape, and you'll see the outline of where the facilities will be installed. And I will say that the parapet screen is going to be erected on all sides of that construction. You also have a letter that shows SHPO's approval. And I gave you a color photograph of the black and white photograph that was in the packet. As I say, I think that I've covered all the points in my Memo. If you accept the recommendation, the Appellant will have 30 days to appeal your decision to the District Court. If you do not, and feel that it should have a hearing, it will be heard by the BOA. And I stand for questions.

MAYOR COSS:

Okay. Questions for Ms. Brennan? What's the preference...

COUNCILOR  
WURZBURGER:

I move to accept the recommendations of staff.

MAYOR COSS:

Okay. Motion and a second. Roll call Yolanda.

YOLANDA VIGIL:

Councilor Trujillo.

COUNCILOR  
TRUJILLO:

Yes.

YOLANDA VIGIL:

Councilor Wurzbarger.

*Exhibit "1"*

COUNCILOR  
WURZBURGER: Yes.

YOLANDA VIGIL: Councilor Calvert.

COUNCILOR  
CALVERT: Yes.

YOLANDA VIGIL: Councilor Dimas.

COUNCILOR  
DIMAS: Yes.

YOLANDA VIGIL: Councilor Dominguez.

COUNCILOR  
DOMINGUEZ: Yes.

YOLANDA VIGIL: Councilor Ives.

COUNCILOR  
IVES: Yes.

YOLANDA VIGIL: Councilor Rivera.

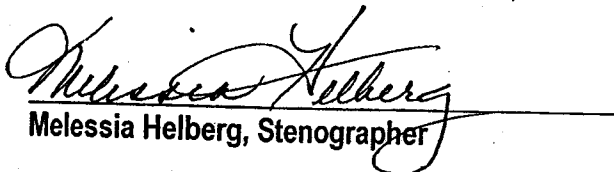
COUNCILOR  
RIVERA: Yes.

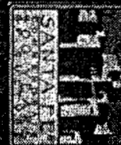
YOLANDA VIGIL: Thank you. The Motion has been approved.

KELLEY BRENNAN: Thank you.

MAYOR COSS: Thank you Kelley.

*I certify that this is a true and accurate transcript of Agenda Item 13 in the Afternoon Session of the City Council meeting of November 28, 2012.*

  
Melessia Helberg, Stenographer



Santa Fe 400th

Anniversary



2009-2011

Exhibit "2" is available in its entirety in the City Clerk's Office

Exhibit "2"



**ACTION SHEET**  
**CITY COUNCIL MEETING OF 12/12/12**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 12/03/12**

**ISSUE:**

16. Request for Approval of Procurement under State Price Agreement – Thirty (30) Police Vehicles for Police Department; Various Vendors. (Police Deputy Chief Schaerfl)

**Committee Review:**

Finance Committee (postponed)	11/02/12
Finance Committee (cancelled)	11/19/12
City Council (scheduled)	12/12/12

**FINANCE COMMITTEE ACTION: Approved as Discussion Item**

Requested approval of procurement under state price agreement for thirty (30) police vehicles for police department with various vendors in the amount of \$1,440,206. Budget is available in police property tax fund.

**SPECIAL CONDITIONS OR AMENDMENTS**

Amend to include staff certification as soon as practical. Make sure to express to CM that departments should have good communication.

**STAFF FOLLOW-UP:**

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR BUSHEE	Excused		
COUNCILOR CALVERT	X		
COUNCILOR DIMAS	X		
COUNCILOR IVES	X		
CHAIRPERSON DOMINGUEZ			

MLM 3-19-12/FCMissue

*Exhibit "3"*

# City of Santa Fe, New Mexico

## memo

**DATE:** November 27, 2012

**TO:** Finance Committee

**VIA:**

  
Robert Romero, City Manager

  
Mel Morgan, Director Finance Department

  
Robert Rodarte, Director Purchasing Department

  
Raymond Rael, Chief of Police

**FROM:** John Schaerfl, Deputy Chief of Police 

**SUMMARY:** Changes to vehicle purchase proposal as mandated by Finance Committee meeting of November 5, 2012.

The following is a list of the current police vehicle proposal items. The changes noted are as instructed following the Finance Committee meeting of November 5<sup>th</sup>, 2012.

- The proposal is for 30 Police replacement vehicles.
- 25 of the vehicles will be marked units for use by Police Patrol Officers.
- 5 of the vehicles will be unmarked units for use by Police Detectives.
- Of the Patrol vehicles, 18 will be Ford Explorer Utility Vehicles, 7 will be Ford Taurus Sedans.
- The option for the "Ecoboost" engines on the Patrol Sedans has been dropped, saving \$2000 per unit on the 7 Patrol Sedans. This change saves \$14,000 on total proposal.
- The total cost for the vehicles alone is \$760,110.00

- The emergency equipment will be ordered via NM State Price Agreement from MHQ in Albuquerque, NM.
- The additional electronic equipment (Radios, RADAR's, In-car cameras, Wireless GPS Units) will be ordered from their respective vendors, also on NM State Price Agreement.
- The total cost of all emergency/police/electronic equipment is \$305,589.55
- All emergency equipment and electronic systems will be installed by personnel at the Radio Communications Office (City Radio Shop).
- The cost of labor saved by having all installation work handled by the Radio Shop is \$50,900.00
- Should the Finance Committee and City Council direct the vehicle up-fit to be completed by the Radio Shop, the ordering, receipt, inventory, and storage of all emergency equipment and electronics will be the full responsibility of the Radio Shop.
- Should the Finance Committee and City Council direct the up-fit to be completed by MHQ of Albuquerque, the ordering, receipt, inventory, and storage of all emergency equipment and electronics will be the full responsibility of MHQ of Albuquerque.
- The ordering, receipt, inventory, and storage of all police vehicles will be the full responsibility of the Police Department Fleet manager. The vehicles will be stored in the Police Department's secure impound lot on Huey Rd.
- Once all vehicles and emergency equipment and electronics have been received, the Police Department Fleet Manager will coordinate with the Radio Shop for the delivery of approximately two vehicles per week. Additional vehicles will be made available on an as-needed basis.
- As vehicles are finished by the Radio Shop, they will be immediately retrieved by the Fleet Manager, inspected and issued to Police Personnel.
- The estimated difference in up-fit time from MHQ is as follows:  
MHQ - 3 vehicles per week, 30 vehicles = 10 weeks (2.5 months)  
Radio Shop - 2 vehicles per week, 30 vehicles = 15 weeks (3.75 months)
- The Graphics for the new Police vehicles have already been designed and digitized by Subia of Albuquerque. The graphics will be purchased and applied by Subia. This company offers a lifetime guarantee on the graphics and the installation. Prior attempts to contract with local companies in Santa Fe for the application of Police Fleet graphics have met with mixed results. This process will be completed after the up-fit of the vehicles.
- After a complete inventory of the crashed or otherwise non-usable Police Vehicles was conducted, only two vehicles contained equipment of any significant value which may be transferred into the new units. The items were 2 Motorola police radios valued at \$4097.20 ea (new), thus saving \$8,194.40 in new equipment procurement.
- All other vehicles currently in the Police Fleet are not available for donation of parts/equipment as they will all be issued to Police Personnel in the very near future.

**ACTION REQUESTED:**

**Approval of the amended proposal for the purchase of 30 replacement Police Vehicles.**

# City of Santa Fe, New Mexico

## memo

**DATE:** October 17, 2012  
**TO:** Finance Committee  
**FROM:** Robert Rodarte, Officer  
Purchasing Division  
**VIA:** Dr. Melville L. Morgan, Director  
Finance Department

**SUMMARY:** Purchase of 30 Police Pursuit and Support Vehicles  
Vendors: Don Chalmers Ford and MHQ of Albuquerque  
State Price Agreements: 20-000-000-00026 and 10-000-00-00014;  
Digital Ally: State Price Agreement: 10-000-00-84;  
MPH Industries: State Agreement: 20-000-00-00033;  
Sierra Wireless GPS: State Price Agreement: 11-000-00-00014AC;  
Motorola Solutions: New Mexico State E911;

On November 5, 2012, the City of Santa Fe Police Department presented to the Finance Committee a request for the procurement of 30 replacement Police vehicles and complete installation of all equipment and accessories, from the aforementioned State Price Agreements.

The Finance Committee voted to reject the request and to bring it back for presentation on November 19, 2012 with the following recommendations.

- Eliminate the "eco boost" engine and to go with the standard V-6, option.
- Eliminate the complete turnkey installation of all equipment and accessories by MHQ of Albuquerque.
- Have the complete installation preformed by the City Radio shop.
- Provide an itemized list of all equipment and accessories needed to complete the project.

Documentation related to the changes have been provided by the City Police Department.

Funding for this procurement is available in the following Business units:

22252.570950 Police Property Tax/ Vehicles < 1.5 ton	\$ 1,027,255.00
22252.572500 Police Property Tax/Vehicles/Inv. Exempt	412,951.00
<b>TOTAL:</b>	<b>\$ 1,440,206.00</b>

The Itemized breakdown for all procurement related to this project is identified in the attached information provided by the Police Department. The total cost is listed as \$1,333,784.30.

The Police Department will be replacing vehicles that are currently out of service or have exceeded their useful life. A replacement list has been provided by the Police Department.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City Policy, procurement from State Price Agreements over \$50,000, require City Council approval (City Purchasing Manual Section 11.1).

**ACTION REQUESTED:**

It is requested that this procurement award to the various vendors identified above from the listed State Price Agreements, in the total amount of \$1,333,784.30, be reviewed, approved and submitted to the City Council for consideration.

# City of Santa Fe, New Mexico

## memo

**DATE:** November 14, 2012

**TO:** Finance Committee

**VIA:**

Robert Romero, City Manager

Mel Morgan  
Mel Morgan, Director Finance Department

Robert Rodarte, Director Purchasing Department

Raymond Rae, Chief of Police

**FROM:** John Schaerfl, Deputy Chief of Police

**SUMMARY:** Purchase of 30 Police Department Vehicles  
Vendor: Don Chalmers Ford (Albuquerque)  
State Price Agreement 20-000-00-00026 (AA) 0000051541

The City of Santa Fe Police Department has requested the procurement of thirty (30) replacement police patrol and investigations vehicles from the aforementioned State Price Agreements. Don Chalmers Ford (Albuquerque) is the authorized vendor on the Price Agreement. The cost of the vehicles is \$760,110.00.

Funding for this procurement is available in the following business units:

22252.570950 Police Property Tax/Vehicles	\$1,027,255.00 (available)
22210.571500 Police Property Tax/Inventory Exempt	\$412,951.00 (available)
<b>TOTAL</b>	<b><u>\$1,440,206.00 (available)</u></b>

The attached documentation from the Police Department identifies the vehicles and associated equipment to be purchased. All respective NM Price Agreements are also attached. The Police Department will be replacing vehicles that are currently out of service and/or have exceeded their useful lives, or have been crash damaged and written off by the City's Risk Management Division.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from the State Price Agreements over \$50,000 requires City Council Approval (City Purchasing Manual Section 1.1.1).

**ACTION REQUESTED:**

It is requested that this vehicle procurement award to Don Chalmers Ford, from State Price Agreements #20-000-00-00026 (AA) 0000051541, in the total amount of \$760,110.00, be reviewed, approved and submitted to the City Council for consideration.

RJR: jws



# City of Santa Fe, New Mexico

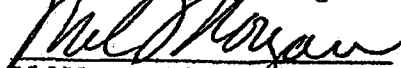
# memo

**DATE:** November 14, 2012

**TO:** Finance Committee

**VIA:**

Robert Romero, City Manager



Mel Morgan, Director Finance Department

  
Robert Rodarte, Director Purchasing Department

  
Raymond Rael, Chief of Police

**FROM:** John Schaerfl, Deputy Chief of Police 

**SUMMARY:** Emergency Equipment for Police Vehicles  
Vendor: MHQ of Albuquerque  
State Price Agreement 10-000-00-00014

The City of Santa Fe Police Department is requesting the procurement of emergency vehicle gear and equipment for the up-fit of the thirty (30) replacement police patrol and investigations vehicles. MHQ (Albuquerque) is the authorized vendor on the State Price Agreement. The cost of the emergency equipment is \$305,589.55

In addition to the required emergency equipment, the following list of additional equipment (all from NM State contracts) is required for installation in each newly purchased Police vehicle:

Digital Ally in car camera system 30 ea @ \$3,995.00 ea = \$119,850.00  
MPH Industries Police RADAR 25 ea @ \$1,899.00 ea = \$47,475.00  
Motorola Police Radio XTL-5000 13 ea @ \$4,097.20 ea = \$53,263.60  
Motorola VHF radio CDM 1550 30 ea @ \$672.83 ea = \$20,184.90  
Sierra Wireless GPS Dispatch unit 25 ea @ \$1,092.45ea = \$27,311.25  
Total cost for Cameras, Radios, RADARs, GPS = \$268,084.75

**The Grand total for all emergency equipment and required ancillary electronics, all of which shall be installed by the City of Santa Fe Radio Shop: \$573,674.30**

The quantities indicated in the above list have already been adjusted for any equipment which may be transferred from older police vehicles. You will note that only 13 Motorola XTL5000's are required as 2 are transferable from older vehicles and 10 are in inventory at the radio Shop. 25 each RADAR's and GPS units are required as these will only be installed in the marked Patrol vehicles and not in the Investigations vehicles.

Any other older Police Fleet vehicles not currently issued to active officers must retain all equipment currently installed as these vehicles are slated for issue to officers about to enter their post-academy Field Training stage of employment.

Funding for this procurement is available in the following business units:

22252.570950 Police Property Tax/Vehicles	\$1,027,255.00 (available)
22210.571500 Police Property Tax/Inventory Exempt	\$412,951.00 (available)
<b>TOTAL</b>	<b><u>\$1,440,206.00 (available)</u></b>

The attached documentation from the Police Department identifies the vehicles and associated equipment to be purchased. All respective NM Price Agreements are also attached. The Police Department will be replacing vehicles that are currently out of service and/or have exceeded their useful lives, or have been crash damaged and written off by the City's Risk Management Division.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from the State Price Agreements over \$50,000 requires City Council Approval (City Purchasing Manual Section 11.1).

**ACTION REQUESTED:**

The following itemized equipment requirements are requested for approval:

Emergency Equipment delivered by MHQ of Albuquerque = \$305,589.55  
State Price Agreement #10-000-00-00014

Digital Ally in car camera system 30 ea @ \$3,995.00 ea = \$119,850.00  
State Price Agreements #10-000-00-00084

MPH Industries Police RADAR 25 ea @ \$1,899.00 ea = \$47,475.00  
State Price Agreements #20-000-00-00033

Motorola Solutions  
Motorola Police Radio XTL-5000 15 ea @ \$4,097.20 ea = \$61,458.00  
Motorola VHF radio CDM 1550 30 ea @ \$672.83 ea = \$20,184.90  
State Price Agreements #New Mexico State E911

Sierra Wireless GPS Dispatch unit 25 ea @ \$1,092.45ea = \$27,311.25  
State Price Agreements #11-000-00-00014AC

RJR:jws

Vehicles To Be Replaced (30) With This Order

Vehicles for replacement			
	Fixed Asset	Year	Milage Reason other than mileage
1	52899	05	174,082
2	52700	08	170,217 Redlined needs gaskets for overheating
3	51271	04	147,808
4	51257	04	146,654
5	28329	00	143,464
6	52754	06	143,250
7	52945	06	141,535
8	52028	04	136,407
9	29059	00	130,688
10	52530	07	130,322
11	52033	04	129,716
12	51273	04	126,243
13	52943	06	120,432
14	52811	05	119,754
15	51268	04	118,416
16	52081	04	118,133
17	52918	05	117,956
18	52922	05	116,450
19	52919	04	114,378
20	52034	04	112,343
21	52036	04	110,775
22	52887	08	110,120
23	50043	02	108,612
24	51261	04	108,068
25	51260	04	106,678
26	52810	04	104,488
27	52794	05	103,679
28	52753	06	102,926
29	52543	06	102,693
30	52649	07	102,446
31	52029	04	100,355
32	29348	01	98,333
33	52917	04	97,166 Door locks not operational
34	22452	82	96,177 Needs to much work should not be driven due to door hardware issues
35	52544	07	94,097
36	52901	05	93,483
37	52641	07	90,297
38	27347	99	90,197
39	53859	08	90,000
40	28415	01	83,456 Totaled
41	52643	08	72,350 Totaled under litigation hold for trial
42	27360	86	64,365 Old show car upkeep too costly not used enough
43	53873	08	36,598 Totaled repairs over 75% of value used for parts to save money at warehouse.
44	52812		Totaled
45	52032		Totaled
46	52918		Totaled

# City of Santa Fe, New Mexico

## memo

**DATE:** October 17, 2012

**TO:** Finance Committee

**FROM:** Robert Rodarte, Officer  
Purchasing Division

**VIA:** Dr. Melville L. Morgan, Director  
Finance Department

**SUMMARY:** Purchase of 30 Police Pursuit and Support Vehicles  
Vendor: Don Chalmers Ford and MHQ of Albuquerque  
State Price Agreements: 20-000-000-00026 and 10-000-00-00014:

The City of Santa Fe Police Department has requested the procurement of 30 replacement Police Pursuit and support vehicles from the aforementioned State Price Agreements, in the total amount of \$1,133,927.00. By utilizing the two State Price Agreements the police department will obtain turnkey ready vehicles. MHQ of Albuquerque which is a subsidiary of Don Chalmers Ford will perform the needed installation of all the police related equipment and accessories. The City Police Department has provided supporting documentation which details their objected related to this process.

Funding for this procurement was approved in this year's Budget (12/13) and is available in the following Business units:

22252.570950 Police Property Tax/ Vehicles < 1.5 ton.	\$ 1,027,255.00
22252.572500 Police Property Tax/Vehicles/Inv. Exempt	412,951.00
<b>TOTAL:</b>	<b>\$ 1,440,206.00</b>

The attached information provided by the Police Department identifies the vehicles to be purchased. The Police Department will be replacing vehicles that are currently out of service or have exceeded their useful life.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City Policy, procurement from State Price Agreements over \$50,000, require City Council approval (City Purchasing Manual Section 11.1).

### ACTION REQUESTED:

It is requested that this procurement award to Don Chalmers Ford and MHQ of Albuquerque, from State Price Agreements # 20-000-000-00026 and 10-000-00-00014, in the total amount of \$1,440,206.00, be reviewed, approved and submitted to the City Council for consideration.

# City of Santa Fe, New Mexico

## memo

**DATE:** October 2, 2012

**TO:** Finance Committee

**VIA:**

*Robert Romero*  
Robert Romero, City Manager

*Mel Morgan*  
Mel Morgan, Director Finance Department

*Robert Rodarte*  
Robert Rodarte, Director Purchasing Department

*Raymond Rael*  
Raymond Rael, Chief of Police

**FROM:** John Schaerff, Deputy Chief of Police *John Schaerff*

**SUMMARY:** Purchase of 30 Police Department Vehicles  
Vendor: Don Chalmers Ford (Albuquerque)  
State Price Agreement 20-000-00-00026 (AA) 0000051341

Up-Fit of Police Vehicles  
Vendor: MHQ of Albuquerque (division of Don Chalmers)  
State Price Agreement 10-000-00-00014

The City of Santa Fe Police Department has requested the procurement of thirty (30) replacement police patrol and investigations vehicles from the aforementioned State Price Agreements. Don Chalmers Ford (Albuquerque) is the authorized vendor on the Price Agreement. The cost of the vehicles alone is \$774,110.00. The cost of the emergency equipment up-fit performed by MHQ of Albuquerque (a division of Don Chalmers Ford) is \$359,817.00. The total amount of the vehicle purchase and up-fit is \$1,133,927.00.

Additional purchase requirements include the following, on NM State Price Agreements:

Digital Ally in car camera system 30 ea @ \$3,995.00 ea = \$119,850.00  
MPH Industries Police RADAR 25 ea @ \$1,899.00 ea = \$47,475.00  
Motorola Police Radio XTL-5000 15 ea @ \$4,097.20 ea = \$61,458.00  
Motorola VHF radio CDM 1550 30 ea @ \$672.83 ea = \$20,184.90  
Sierra Wireless GPS Dispatch unit 25 ea @ \$1,092.45ea = \$27,311.25  
Total cost for Cameras, Radios, RADARs, GPS = \$276,279.15

**TOTAL COST OF VEHICLE PURCHASE, UP-FIT, AND MANDATORY  
CAMERAS/RADIOS/RADARS/GPS = \$1,410,206.10**

Funding for this procurement is available in the following business units:

22252.570950 Police Property Tax/Vehicles	\$1,027,255.00 (available)
22210.571500 Police Property Tax/Inventory Exempt	\$412,951.00 (available)
<b>TOTAL</b>	<b><u>\$1,440,206.00 (available)</u></b>

The attached documentation from the Police Department identifies the vehicles and associated equipment to be purchased. All respective NM Price Agreements are also attached. The Police Department will be replacing vehicles that are currently out of service and/or have exceeded their useful lives, or have been crash damaged and written off by the City's Risk Management Division.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from the State Price Agreements over \$50,000 requires City Council Approval (City Purchasing Manual Section 11.1).

**ACTION REQUESTED:**

It is requested that this vehicle/up-fit procurement award to Don Chalmers Ford, from State Price Agreements #20-000-00-00026 (AA) 0000051541, in the total amount of \$1,133,927.00, be reviewed, approved and submitted to the City Council for consideration.

Additionally, the following itemized equipment requirements are requested for approval:

Digital Ally in car camera system 30 ea @ \$3,995.00 ea = \$119,850.00  
State Price Agreements #10-000-00-00084

MPH Industries Police RADAR 25 ea @ \$1,899.00 ea = \$47,475.00  
State Price Agreements #20-000-00-00033

Motorola Solutions  
Motorola Police Radio XTL-5000 15 ea @ \$4,097.20 ea = \$61,458.00  
Motorola VHF radio CDM 1550 30 ea @ \$672.83 ea = \$20,184.90  
State Price Agreements #New Mexico State E911

Sierra Wireless GPS Dispatch unit 25 ea @ \$1,092.45ea = \$27,311.25  
State Price Agreements #11-000-00-00014AC

RJR: jws



## EXECUTIVE SUMMARY

The Santa Fe Police Department is proposing to purchase 30 replacement vehicles in the current fiscal year. We are postponing our request to purchase new/expansion vehicles and we are only asking for vehicles that will serve to replace existing units that are operationally compromised because of excessive mileage (odometer readings above 100,000 miles); have been involved in crashes that have left the vehicles non-operational; or that will act as replacement, multi-functional, multi-purpose vehicles; thereby allowing us to reassign limited purpose vehicles back to patrol. The itemized request is as follows:

- 18 Replacement Ford Explorer Police Package Vehicles for Patrol
- 7 Replacement Ford Sedan Police Package Vehicles for Patrol
- 5 Replacement Ford Sedan Police Package Vehicles for Investigations

The Department has 162 operational vehicles that are assigned as the primary vehicles to patrol (to include traffic, DUI, K-9 and the public safety aides), investigations, administration and animal services. Currently, Department staffing for sworn personnel is 165. Additionally, there are twelve (12) vacancies which we expect to fill by the end of the calendar year. There are currently no "extra" vehicles in the Police fleet with which to outfit any additionally hired vacancy fills (Sworn).

Included in the 165 vehicles are four (4) units that are currently being used as "loaner" units when primary vehicles are in for servicing or repair. Within the next three (3) months, these four "loaner" units will have to be assigned to newly hired officers who are transitioning onto patrol teams as independent officers.

Current odometer readings show that of the 162 operational vehicles, 25% have mileages in excess of 100,000 miles; 19% have mileages between 75,000 and 100,000 miles; 17% have mileages between 50,000 and 75,000 miles and 39% of the vehicles have mileages under 50,000 miles. All odometer readings are approximated. An officer working an 8-hour day will average 75-100 miles from the time they go on duty to the time they are off duty. This average daily mileage does not include travel time to and from work.

In addition to the 162 operational units, the Department has 20 non-operational vehicles which are no longer in service because of terminal mechanical and/or equipment problems. We have three unmarked units that are

being used as loaner vehicles for investigations and support services. Each of these 3 vehicles has odometer readings between 95,000 and 140,000 miles.

In FY 2009/2010 the Department purchased 32 vehicles; 15 marked patrol units; 4 unmarked units; 6 pick-up trucks; and 7 Public Safety Aid Nissan Xterra's.

In FY 2010/2011 the Department purchased 2 vehicles: 2 unmarked administrative units.

To date in FY 2011/2012 the Department has purchased 1 replacement Animal Services truck.

Vehicle life expectancy analysis shows that after 75,000 miles, cumulative maintenance and repair costs far outweigh the cost of purchasing a new vehicle. The Santa Fe Police Department does not retire vehicles because of set mileage limits. We will drive our units far beyond 100,000 miles and we typically only redline cars when they are mechanically unsound or non-functional. However, we can show that our police vehicles that have odometer readings above 75,000 miles cost the city more money in ongoing maintenance and repair.

When we replace a police vehicle because of excessive mileage, if that vehicle is still mechanically sound, we will use it as a pool or "loaner" car and assign it to officers who have their units in the shop for maintenance. We also work with other departments in the City. In the past we have given vehicles to other departments within the city who have no budget to replace their ailing fleet vehicles. We use every vehicle we purchase until that vehicle is no longer operational or safe.

The replacement vehicles itemized above are currently funded through the Municipal Gross Receipts Tax Fund 22210 and the Police Property Tax Fund 22252.

## **REPLACEMENT VEHICLE PROPOSAL**

The Santa Fe Police Department is requesting approval for the purchase of 30 replacement vehicles. The total cost for the vehicle purchase is \$1,382,894.90. Due to the lengthy process endured during the procurement of our last order of police vehicles (FY 2009/2010), the Santa Fe Police department purchased only two (2) vehicles during FY 2010/2011. As such, the remainder of funds budgeted for vehicle purchases last year (\$763,000.00) was carried forward into this fiscal year. The Police Department currently has \$1,440,206.00 available for vehicle purchases. This proposed expenditure is fully funded in the FY 2012/2013 budget (and carried forward monies) from both the Municipal Gross Receipts Tax and the Police Property Tax Fund.

The Santa Fe Police Department currently has 38 police vehicles with between 100,000 and 170,000 miles on the odometer. This equates to 25% of the fleet. Each vehicle in the Police fleet must be maintained at such an operational level as to ensure safe and effective police operations at all times. This includes constant use during the Officer's shift, wherein the vehicle is operated under the harshest conditions. The patrolling of city streets as well as highways, involves high speed operation during response to emergencies, extended periods of idling during traffic control, and constant wear and tear from response to routine calls for service.

Fiscally responsible fleet management theory states that there is an inherent trade-off between fleet capital and operating costs: if an agency spends money on replacing fleet vehicles sooner, operating costs will be lower and residual values will be higher.

Conversely, if an agency spends less on vehicle replacement, the reverse will be true.

Deferring \$1 million dollars worth of replacement vehicle purchases in any given fiscal year for an agency that typically spends approximately that amount every one to two fiscal years -- like the Santa Fe Police Department -- will not result in an overall savings in the long term.<sup>1</sup> In fact, it has been shown that organizations risk increasing overall fleet costs by postponing replacement spending in pursuit of short-term budget savings.

Depending on the current age and state of a fleet, the short-lived savings gained from postponing fleet replacement may cost agencies much more in maintenance and emergency replacement expenditures at a later time.<sup>2</sup>

The economic principles of timely vehicle replacement are well known to fleet managers. By conducting a lifecycle cost analysis of any particular vehicle, it has been found that a vehicle's capital cost diminishes over time, while its operating costs increase, mainly because of maintenance and repair costs. In attempting to cut budgets by postponing replacement purchases, the supposed savings are usually just transferred from the capital side to the operating side of the general ledger.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 20-000-00-00026

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	300	Each	Vehicle, Four Door Sedan, All Wheel Drive, Full Size (Police Pursuit Rated)	(AA) Don Chalmers
			Base Cost, Per Unit, FOB Dealer's Place of Business	\$25,573.00
			Net Cost, Per Unit, FOB, Santa Fe, New Mexico	\$25,573.00
			Model: <u>Ford Interceptor Sedan</u>	+ 594.00 <sup>option</sup>
			Make: <u>Ford</u>	<u>26,167.00</u> <sup>PAID</sup>
			Engine: <u>3.5 V6 Eco Boost</u>	
			Mpg: <u>17 city 25 hwy</u>	<u>24,167.00</u> <sup>Tr Unit</sup>

Vendor to indicate final order acceptance date August tentative.

Final order acceptance date may be a consideration in determining award.

**Minimum Specifications:**

Wheel Base: not less than one hundred twelve (112.0) inches.

Alternator: minimum 200 amp, (high-output alternator).

Battery: 12 volt, heavy duty, 750 cold cranking amp minimum.

Brakes: four wheel disc antilock brakes with all speed traction control, heavy duty police, brakes must be anti-lock (abs).

Warning light in dash shall indicate when parking brake is engaged.

Engine: engine offered shall be a v-6 3.5 Eco Boost design. Engine must be a minimum of 350 (HP) horsepower.

Air Conditioning:

A. Vehicle shall be factory equipped with an air conditioning unit capable of cooling the passenger compartment while not taxing the engine cooling system.

B. SUV - vehicles shall be factory equipped with a front and rear air conditioning unit.

C. Integrated with the heater/defroster unit.

Shock Absorbers: heavy duty double action type, front and rear, valves to give the vehicle maximum road ability when operating over rough roads and during cornering at high speeds.

Lights: dome light wiring to front door switches shall be rendered inactive (dark car feature).

Seats: front bucket seats - shall be manufacturer's police vehicle heavy duty cloth front bucket seats with manual lumbar support, designed to withstand daily police use. Shall be constructed with heavy-duty springs and backrest supports. Rear shall be vinyl seats and vinyl flooring.

Wheels:

A. To be eighteen (18) inches in diameter.

B. Rim to be of heavier gauge metal than used in standard production.

C. Hub cover shall be designed to remain tightly attached to the wheel during high speed police pursuit service.

Annunciator: annunciator door closure devices shall be provided on all doors.

Radio: police base AM/FM audio system, single CD four speakers and clock.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 20-000-00-00026

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Item 001 Continued Options:		Unit Price
A) 18" Full Wheel Covers	(Add)	\$60.00
B) Blind Spot Information System -- (Must Order With Option #AA)	(Add)	\$475.00
C) Two Tone Special Paint, (May Effect Delivery Time)	(Add)	\$1,200.00
D) Standard Factory Single Tone Paint	(Deduct)	\$0.00
E) Ballistic Door Panel -- Driver & Passenger	(Add)	\$3,075.00
F) Ballistic Door Panel -- Driver Only	(Add)	\$1,550.00
G) Front Wheel Drive / 3.5 L V-6 Engine	(Deduct)	\$2,500.00
H) All Wheel Drive / 3.5 L V-6 Engine	<i>Insert/unmarked only</i>	<del>\$2,500.00</del>
I) Two Tone Vinyl Wraps #1	(Add)	\$820.00
J) Two Tone Vinyl Wraps #2	(Add)	\$820.00
K) Two Tone Vinyl Wraps #3	(Add)	\$685.00
L) Vinyl Word Wrap -- (Police)	(Add)	\$775.00
M) Cloth Rear Seat	(Add)	\$60.00
N) Daytime Running Lamps	(Add)	\$50.00
O) Street Appearance Package	(Add)	N/C
P) Locking Gas Cap	(Add)	\$20.00
Q) Engine Block Heater	(Add)	\$35.00
R) Interior Upgrade Package	(Add)	\$125.00
S) Fleet Keyed Alike	(Add)	\$50.00
T) Spotlight	(Deduct)	\$100.00
U) Spotlights -- Passenger And Drivers Side	(Add)	\$210.00
V) Trunk Storage Vault	(Add)	\$120.00
W) Rear Console Pints	(Add)	\$35.00
X) Window Tint, Side And Rear	<del>(Add)</del>	<del>\$140.00</del>
Y) Pre-Wiring For Grille Lamp, Siren And Speaker	(Add)	\$50.00
Z) Rear Door Handles / Locks Inoperable	(Add)	\$35.00
AA) Rear View Camera (Must Order With Option #B)	(Add)	\$240.00
BB) Remote Key Without Key Fob	<del>(Add)</del>	<del>\$250.00</del>
CC) Reverse Sensing System	(Add)	\$295.00
DD) Spotlight (Led Upgrade)	(Add)	\$340.00

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 20-000-00-00026

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Item 001 Continued  
Options:

Unit Price

EE) Sync System Must Order Blind Spot And Reverse Sensing System	(Add)	\$295.00
FF) Electronics Tray (Without Fan)	(Add)	\$240.00
GG) Police Prep Package Option #1	(Add)	\$895.00
HH) Police Prep Package Option #2	(Add)	\$415.00
II) Police Prep Package Option #3	(Add)	\$475.00
JJ) Police Prep Package Option #4	(Add)	\$715.00
KK) Police Prep Package Option #5	(Add)	\$1,685.00
LL) Police Prep Package Option #6	(Add)	\$3,570.00
MM) Trunk Circulation Fan	(Add)	\$60.00
---NN) Noise Suppression (Ground Straps)---	(Add)	\$95.00
OO) Perimeter Anti-Theft Alarm - Requires Remote Keyless Entry (Bb)	(Add)	\$120.00
PP) Police Anti-Theft Shift Lock Device Installed	(Add)	\$195.00
QQ) Police Anti-Theft Shift Lock Device In Trunk	(Add)	\$125.00
RR) Remappable Steering Wheel Switches - (N/A With Sync)	(Add)	\$150.00
SS) Remappable Steering Wheel Switches - (With Voice, Requires Sync)	(Add)	\$150.00
TT) Labor Rate Per Hour	(\$ Per Hour)	\$75.00
UU) Police Prep Package - /	(Add)	\$150.00
New Mexico State Police wrap	(Add)	\$550.00



State of New Mexico  
General Services Department  
Purchasing Division

GSD/PD (Rev. 01/11)

Statewide Price Agreement Amendment

Awarded Vendor  
5 Vendors

Telephone No. \_\_\_\_\_

Ship To:

All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public bodies  
allowed by law.

Invoice:

As Requested

Price Agreement Number: 18-000-00-00014

Price Agreement Amendment No.: Two

Term: Feb 7, 2011 thru Feb 6, 2013

Procurement Specialist: Sandra Lujan *SL*

Telephone No.: (505) 827-9241

Title: Vehicle Screen, Partitions, Computer Stands, Consoles, Modems & Accessories

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 7, 2012 to February 6, 2013 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Sandra K. Sanchez Br  
New Mexico State Purchasing Agent

Date: 1/6/12

Purchasing Division, 1100 St. Francis Drive S/505, PO Box 6830, Santa Fe, NM 87502-6830 (505) 827-9472.



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-000-00-00014

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(AA)

0000068891

Adamsen Industries Corp.  
45 Research Dr.  
Haverhill, MA 01832  
(978) 681-0370

Payment Term: Net 30 days  
FOB: Destination  
Delivery: 30 days ARO

(AB)

0000051480

Advanced Communications  
2417 Baylor S.E.  
Albuquerque, NM 87106  
Attn: Maria Trujillo  
(505) 250-5593

Payment Term: Net 30 days  
FOB: Destination  
Delivery: 45 days ARO

(AC)

0000009746

AEP - NM  
dba New Mexico Emergency Products  
4210 2<sup>nd</sup> St. N.W.  
Albuquerque, NM 87107  
(505) 242-9111

Payment Term: 2% Net 20 days  
FOB: Destination  
Delivery: ARO 30 days

(AD)

0000009746

AEP - NM  
dba New Mexico Emergency Products  
4210 2<sup>nd</sup> St. N.W.  
Albuquerque, NM 87107  
(505) 242-9111

Payment Term: 2% Net 20 days  
FOB: Destination  
Delivery: ARO 30 days

(AE)

0000051541

Don Chalmers Ford, Inc.  
dba MBQ of New Mexico  
2500 Rio Rancho Blvd  
Rio Rancho, NM 87124  
(505) 890-2201

Payment Term: Net 30 days  
FOB: Destination  
Delivery: As Requested

(AF)

0000049408

First In Inc.  
3720 Hawkins NE  
Albuquerque, NM 87109  
(505) 344-5899

Payment Term: Net 30 days  
FOB: Destination  
Delivery: 30 days ARO

(AG)

0000050718

West Mesa Auto Craft, Inc.  
dba West Mesa Emergency Products, LLC  
122 Frontage Road  
Rio Rancho, NM 87124  
(505) 891-0774

Payment Term: Net 30 days  
FOB: Destination  
Delivery: As Requested

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-000-00-00014

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The Department of Public Safety is seeking a Price Agreement for vehicle screens, vehicle partitions, computer stands, consoles, modems and accessories.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period(s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This agreement shall not exceed four (4) years.

The purpose of the specifications is to establish an acceptable product to be installed in New Mexico State Police and other law enforcement vehicles. These screens, partitions, computer stands, consoles, modems and accessories will isolate and protect patrol personnel from back seat passengers and provide a secure docking solution for the computer aided dispatch (CAD) system.

Bidders must submit proof of factory approved distributor. Failure to supply proof with bid will be basis for disqualification.

**Screens:**

Only complete screens, with brackets and hardware, will be accepted. Items must be standard production items and may not be specially built for this bid. Bids must be for the complete unit that includes the adjustable major portion of the screen and the portion installed to fill the voids between the front seats and rear seats. Units must be individually packaged to protect the screens.

**Specifications:**

1. The screen must meet the 2012 Federal Motor Vehicle Safety Standards
2. The screen must be vinyl-coated or plexi-glass to inhibit corrosion
3. The main partition must be designed for proper fit in police pursuit vehicles
4. The split seat protector or protector or partition must fill the void between the front seats
5. All installation hardware must be included with each screen
6. Bidders must provide a separate bid for each Police Vehicle (Ford, Chevy and Chrysler)

Product reference: must meet the above specifications or equivalent product.

Average order 60-100 each per year

**Partitions:**

Only complete with brackets and hardware, will be accepted. Items must be standard production items and may not be specially built for this bid. Bids must be for the complete unit that includes the major portion of the partition and the portion installed to fill the voids between the front seats and rear seats. All items bid must be included in the price per unit. Units must be individually packaged to protect the partition.

**Specifications:**

1. The partition must be constructed of a heavy duty durable frame, plastic or equivalent window, durable lower panel
2. Bidders must provide a separate bid for each Police Vehicle (Ford, Chevy and Chrysler)

Product reference: must meet above specifications or equivalent product.

Average order 60-100 each per year

2011 Vehicle Purchase Recommendation (Itemized):

20-000-00-00026 AA exp. 12-26-12

Qty	Mfg.	Description	Fleet Division	Type	Unit Price	Extended Price
18	Ford	Explorer Interceptor	Replacement Patrol		\$26,117.00	\$470,106.00
7	Ford	Sedan Interceptor	Replacement Patrol		\$26,167.00	\$183,169.00
5	Ford	Sedan Interceptor	Replacement Investigations		\$24,167.00	\$120,835.00

VEHICLE PURCHASE TOTALS:

<u>TYPE</u>	<u>NUMBER</u>	<u>COST</u>
FORD EXPLORER	18	\$470,106.00
FORD SEDAN PATROL	7	\$183,169.00
FORD SEDAN INVEST.	5	\$120,835.00
	<u>30</u>	<u>\$774,110.00</u>

2011 Vehicle EMERGENCY EQUIPMENT UP-FIT Recommendation (Itemized):

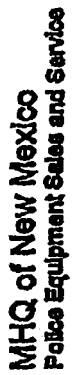
**\*\*MHQ OF NEW MEXICO CERTIFIED POLICE EMERGENCY UPFITTER\*\***

10-000-00-00014

Qty	Mfg.	Description	Fleet Division Type	Unit Price	Extended Price
18	Ford	Explorer Interceptor	Patrol equipment	\$13,876.00	\$249,768.00
7	Ford	Sedan Interceptor	Patrol Equipment	\$10,327.00	\$72,289.00
5	Ford	Sedan Interceptor	Unmarked Equipment	\$7,552.00	\$37,760.00

**EQUIPMENT UP-FIT TOTALS:**

<u>TYPE</u>	<u>NUMBER</u>	<u>COST</u>
FORD EXPLORER	18	\$249,768.00
FORD SEDAN PATROL	7	\$72,289.00
FORD SEDAN INVEST.	5	\$37,760.00
	<hr/> 30	<hr/> \$359,817.00



Cops: 1 SUPD8812 SEDAN PATROL  
 Cops: 122612  
 Tel: (602) 510 2100  
 Address: 1011 1st Avenue  
 Phone: (602) 510021  
 Fax: (602) 510010  
 C-1 (602) 510010  
 E-mail:  
 Photo:  
 Sales Person: J. Gentry

PORT	PORT	CLASS YRS	AGE SHIP DAYS	TERMS
NEW YORK		50 DAYS	50 DAYS	NET 30

**91000-00-000001, SMITHSONIAN GREEN PPT, THE GREEN PPT FOUNDATION**

DATE	DESCRIPTION	MAINTENANCE	COST/HR	PERCENT
10/1/78	10/1/78	General Labor	1	\$1,300.00
10/2/78	10/2/78	General Labor	1	\$1,300.00
10/3/78	10/3/78	General Labor	1	\$1,300.00
10/4/78	10/4/78	General Labor	1	\$1,300.00
10/5/78	10/5/78	General Labor	1	\$1,300.00
10/6/78	10/6/78	General Labor	1	\$1,300.00
10/7/78	10/7/78	General Labor	1	\$1,300.00
10/8/78	10/8/78	General Labor	1	\$1,300.00
10/9/78	10/9/78	General Labor	1	\$1,300.00
10/10/78	10/10/78	General Labor	1	\$1,300.00
10/11/78	10/11/78	General Labor	1	\$1,300.00
10/12/78	10/12/78	General Labor	1	\$1,300.00
10/13/78	10/13/78	General Labor	1	\$1,300.00
10/14/78	10/14/78	General Labor	1	\$1,300.00
10/15/78	10/15/78	General Labor	1	\$1,300.00
10/16/78	10/16/78	General Labor	1	\$1,300.00
10/17/78	10/17/78	General Labor	1	\$1,300.00
10/18/78	10/18/78	General Labor	1	\$1,300.00
10/19/78	10/19/78	General Labor	1	\$1,300.00
10/20/78	10/20/78	General Labor	1	\$1,300.00
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10/25/78	10/25/78	General Labor	1	\$1,300.00
10/26/78	10/26/78	General Labor	1	\$1,300.00
10/27/78	10/27/78	General Labor	1	\$1,300.00
10/28/78	10/28/78	General Labor	1	\$1,300.00
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10/31/78	10/31/78	General Labor	1	\$1,300.00
11/1/78	11/1/78	General Labor	1	\$1,300.00
11/2/78	11/2/78	General Labor	1	\$1,300.00
11/3/78	11/3/78	General Labor	1	\$1,300.00
11/4/78	11/4/78	General Labor	1	\$1,300.00
11/5/78	11/5/78	General Labor	1	\$1,300.00
11/6/78	11/6/78	General Labor	1	\$1,300.00
11/7/78	11/7/78	General Labor	1	\$1,300.00
11/8/78	11/8/78	General Labor	1	\$1,300.00
11/9/78	11/9/78	General Labor	1	\$1,300.00
11/10/78	11/10/78	General Labor	1	\$1,300.00
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12/1/78	12/1/78	General Labor	1	\$1,300.00
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12/3/78	12/3/78	General Labor	1	\$1,300.00
12/4/78	12/4/78	General Labor	1	\$1,300.00
12/5/78	12/5/78	General Labor	1	\$1,300.00
12/6/78	12/6/78	General Labor	1	\$1,300.00
12/7/78	12/7/78	General Labor	1	\$1,300.00
12/8/78	12/8/78	General Labor	1	\$1,300.00
12/9/78	12/9/78	General Labor	1	\$1,300.00
12/10/78	12/10/78	General Labor	1	\$1,300.00
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4/28/79	4/28/79	General Labor	1	\$1,300.00
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5/13/79	5/13/79	General Labor	1	\$1,300.00
5/14/79	5/14/79	General Labor	1	\$1,3

Thank you for the opportunity to serve you. Please contact us with any questions.  
Julia Granger - Operations Manager 805 821 0667 [jgranger@mlkq.com](mailto:jgranger@mlkq.com)  
Toll Free 1-800-757-6184

2469 N. Lincoln Blvd  
N. Lincoln, N.M. 87124.

\*\*\*\*\*

808.821 6457  
1-800-387-8164

# Q-TIP

Quote # 8FPD9612BLCKTQP SEDAN  
Date 04/24/2012  
City of Los Angeles Department  
Automobile Section  
Phone (213) 236-1111  
Fax (213) 236-1111  
Cell (213) 236-1111  
Email [personnel@cityofla.org](mailto:personnel@cityofla.org)  
Address  
5500 Wilshire Blvd.

[illegible]

**25000-0000-01** **22450** **WING WITH 12 SERVING DISHES**  
**4100-01**

[illegible]

Thank you for the opportunity to serve you. Please contact us with any questions.  
John Granger - Operations Manager 305 821 0667 [jgranger@mbqtm.com](mailto:jgranger@mbqtm.com)  
Toll Free 1-800-797-6114

**2500 Rio Rancho Blvd  
Rio Rancho, NM 87126**

[www.moh.gov.mt](http://www.moh.gov.mt)

505.821 0867  
1-800-757-8184



**MHQ of New Mexico  
Police Equipment Sales and Service**

## Quotation

Case #	SP000332	UTILITY PATROL
Date	10/20/2017	
File #	00000000000000000000000000000000	
Agency	00000000000000000000000000000000	
Officer	00000000000000000000000000000000	
Vehicle	00000000000000000000000000000000	
Unit	00000000000000000000000000000000	
Phone	00000000000000000000000000000000	
Address	00000000000000000000000000000000	
City	00000000000000000000000000000000	
State	00000000000000000000000000000000	
Zip	00000000000000000000000000000000	
County	00000000000000000000000000000000	

[illegible][illegible]

**Thank you for this opportunity to serve you. Please contact us with any questions.**  
**John Sawyer - Operations Manager 508 821-0167 [jsawyer@ulmcorp.com](mailto:jsawyer@ulmcorp.com)**  
**Toll Free 1-800-787-6112**

ST. LOUIS, Mo. (UPI) — A St. Louis man has been charged with the murder of a woman who was found dead in a car trunk.

**Investigations**

**Law Systems**  
**608.920.2800**  
**1-800-377-9114**

# MHQ of New Mexico

## Police Equipment Sales and Service



### Quotation

Quote # <b>SFPD111512 SEDAN PATROL</b>	
Date	11/15/2012
To:	City of Santa Fe Police Department
Attention	John Scharfe
Phone	(505) 9550085
Fax	(505) 2310619
Cell	(505) 2310619
Email	
Faxed	
Sales Person	J. Granger

F.O.B Point	Quote Valid	Est Ship Date	Terms
Destination	30 Days	30 Days ARO	Net 30
Equipment available on NM State Contract 10-000-00-00014			

Part #	Description	Manufacturer	Qty	Unit Price	Extended
Vehicle	2013 Ford Interceptor Sedan Patrol				
LG46	Federal Signal Legend 48" Lightbar	Federal Signal	1	\$1,350.00	\$1,350.00
SP3000	Smart Siren Platinum	Federal Signal	1	\$950.00	\$950.00
AS124	Siren Speaker	Federal Signal	1	\$113.40	\$113.40
780601-04	Siren Speaker Bracket	Federal Signal	1	\$24.00	\$24.00
IPX300-3	Push Bumper/License Plate Light Blue	Federal Signal	1	\$83.00	\$83.00
IPX300-4	Push Bumper/License Plate Light Red	Federal Signal	3	\$83.00	\$189.00
IPX-TRINK4	Trunk Light Mount Bracket	Federal Signal	1	\$15.00	\$15.00
IPX-LPH1	License Plate Bracket	Federal Signal	1	\$18.00	\$18.00
HOWLER	Low Frequency Siren	Whelen	1	\$339.00	\$339.00
C-78-1608-INSE	Interceptor Console	Havis	1	\$285.31	\$285.31
C-CUP24	Cup Holder	Havis	1	\$31.50	\$31.50
C-LP-3	3 accessory outlets	Havis	1	\$33.00	\$33.00
6390-12-1	Interceptor Sedan Push Bumper with lights	Go Rhino	1	\$525.00	\$525.00
476-0291	Space Creator Partition	Jotto Patriot	1	\$875.00	\$875.00
476-0286	Prisoner Seat	Jotto Patriot	1	\$371.25	\$371.25
476-0081	Weapon System	Jotto Patriot	1	\$262.50	\$262.50
C-HDM-204	Side Computer Mount	Havis	1	\$134.09	\$134.09
MHQ- WB	Window Bars	MHQ	1	\$235.00	\$235.00
C-MD-102	Computer Motion Device	Havis	1	\$235.17	\$235.17
7160-0318-05	Docking Station for CP81	Gamber Johnson	1	\$760.00	\$760.00
7160-0125	Printer Mount	Gamber Johnson	1	\$160.50	\$160.50
14328	Thermal Printer	Gamber Johnson	1	\$475.00	\$475.00
PP-Mini	Mini Universal Wire Harness	PP	1	\$318.75	\$318.75
	<b>Grand Total</b>		<b>1</b>	<b>\$7,574.47</b>	<b>\$7,574.47</b>

Thank you for the opportunity to serve you. Please contact us with any questions.  
 John Granger - Operations Manager 505 821 0667 jgranger@mhqnm.com  
 Toll Free: 1-800-757-6164

2500 Rio Rancho Blvd  
 Rio Rancho, NM 87124

www.mhqnm.com

Item 7.



# MHQ of New Mexico

## Police Equipment Sales and Service



### Quotation

Quote #	SFPD111512 UTILITY PATROL
Date	11/15/2012
To: City of Santa Fe Police Department	
Attention: John Schaefer	
Phone (605) 8355085	
Fax (605) 2310819	
Cell (605) 2310819	
Email	
Faxed	
Sales Person	J. Granger

P.O.B Point	Quote Valid	Est Ship Date	Terms
Destination	30 Days	30 Days ARO	Net 30

Equipment available on NM State Contract 10-000-00-00014

Part #	Description	Manufacturer	Qty	Unit Price	Extended
Vehicle	2013 Ford Interceptor Utility Patrol		1	\$1,550.00	\$1,550.00
LG3	Federal Signal Legend 35" Lightbar	Federal Signal	1	\$943.90	\$943.90
SMCLN084-NM	Rear Lightbar	Federal Signal	1	\$950.00	\$950.00
SP3000	Smart Siren Platinum	Federal Signal	1	\$179.40	\$179.40
ES100	Siren Speaker	Federal Signal	1	\$16.00	\$16.00
IPX300-3	Siren Speaker Bracket	Federal Signal	1	\$63.00	\$63.00
IPX300-4	Grill/License Plate Light Blue	Federal Signal	3	\$63.00	\$189.00
IPX2-LPH1	Grill/License Plate Light Red	Federal Signal	1	\$18.00	\$18.00
VTX603R	License Plate Bracket	Whelen	2	\$72.00	\$144.00
VTX609W	Vertex Red Rear	Whelen	1	\$339.00	\$339.00
HOWLER	Vertex White Rear	Whelen	1	\$255.31	\$255.31
C-1800	Low Frequency Siren	Havis	1	\$31.50	\$31.50
C-CLIP24	Interceptor Console Utility	Havis	1	\$33.00	\$33.00
GLP-3	Cup Holder	Havis	1	\$576.00	\$576.00
6346-2L-1	3 accessory outlets	Go Rhino	1	\$487.50	\$487.50
476-0304	Push Bumper with Integrated LED Lights	Jotto Periot	1	\$262.50	\$262.50
476-0305	Space Creator Partition	Jotto Periot	1	\$258.50	\$258.50
476-0305	Rear Partition	Jotto Periot	1	\$258.50	\$258.50
476-0305	Weapon System	Jotto Periot	1	\$258.50	\$258.50
476-0305	Window Bars	Jotto Periot	1	\$258.50	\$258.50
C-HD-102	Computer Motion Device	Havis	1	\$238.17	\$238.17
C-HD-204	Side Computer Mount	Havis	1	\$194.09	\$194.09
7180-0318-05	Docking Station for OPS1	Gamber Johnson	1	\$160.00	\$160.00
7160-0128	Printer Mount	Gamber Johnson	1	\$160.00	\$160.00
14328	Thermal Printer	Gamber Johnson	1	\$475.00	\$475.00
PP-Mini	Mind Universal Wire Harness	PP	1	\$318.75	\$318.75
OPS-RL-1D-12	Box Option # 2	OPS	1	\$1,975.00	\$1,975.00
	Total Amount				\$11,171.12

Thank you for the opportunity to serve you. Please contact us with any questions.

John Granger - Operations Manager 505 821 0667 jgranger@mhqnm.com

Toll Free: 1-800-757-4164

2600 Rio Rancho Blvd  
Rio Rancho, NM 87134

www.mhqnm.com

Low Sybertz  
605.890.2200  
1-800-767-4164

# City of Santa Fe, New Mexico

# memo

## MEMORANDUM

TO: Mayor and Members of the Governing Body

FROM: Geno Zamora, City Attorney *GZ*  
Judith Amer, Assistant City Attorney *JA*

RE: Settlement Agreement and Lease of property by the City at St. John's College

DATE: December 12, 2012

### BACKGROUND:

#### I. Settlement Agreement:

The Settlement Agreement between St. John's College and the City of Santa Fe represents a compromise of claims arising from three disputes as follows: (i) an error in placement of the City's water tank on a parcel of real property owned by St. John's College and leased by the City from St. John's College; (ii) overpayments by St. John's College to the City's Utility Billing Division; and (iii) St. John's College fire protection system issues. The final settlement includes a \$7,900 credit to St. John's College on their water bill. There will be no exchange of monies for the Settlement.

#### A. Lease Dispute:

1. On June 25, 1973, St. John's College and the Public Service Company of New Mexico entered into a Memorandum of Lease ("Lease") to lease real property owned by the College for the purposes of installing and maintaining a water tank. The City succeeded to PNM's interest in the Lease.

2. In 2012, after performing a boundary survey, St. John's College discovered that the water tank had erroneously been placed partially inside and partially outside the premises described in Exhibit A of the Lease.

3. The City and St. John's College desire to correct this error and accurately describe the premises as the parcel land that contains the water tank in its entirety, extend the term and revise the rent.

#### B. Utility Billing Dispute:

1. August 20, 2008: The City Utility Billing Division sent a letter to St. John's College stating that their water meter was not in compliance with City Code and needed to be addressed.

*Exhibit "A"*

2. May 1, 2009: The City Water Division, Engineering Section reviewed a Water Use Study prepared for St. John's College and incorrectly stated: "The main meter is a 6 in. size and the by-pass meter is a 3 in. size. The College billing is based on an 8 inch large commercial meter." In actuality, the St. John's College water billing (consumption and tiered allotments) was based on a 3 inch meter size.

3. October 2010 St. John's College received a large water bill that could not be explained by St. John's College. For this reason, St. John's College requested a credit for this unknown usage in accordance with the City Utility Billing Division's Credit for High Consumption Due to Unknown Cause Policy. The calculated credit is \$39,228.00.

4. Spring 2012: The City Water Division, Utility Billing Division and Public Utilities Department staff began meeting with St. John's College on a regular basis to discuss water usage and the associated billing structure at St. John's College. Based on St. John's College fixture counts, water usage and irrigation demands the water meter size required to meet the gallons per minute was calculated by the Water Division Engineering Section to be a 6 inch meter equivalent rather than the existing 3 inch meter.

C. St. John's College private fire protection system issues:

1. As set forth in further detail in the letter from St. John's College to the City dated December 10, 2012, the City Water Division, the City Fire Department, and St. John's College agree that upon completion of upgrades to the water infrastructure at the service entrance that are detailed in the letter, the private fire protection system at St. John's College will be in substantial compliance with Santa Fe City Code fire protection requirements and is a satisfactory response to the August 20, 2008 letter from the Sangre de Cristo Water Division, City of Santa Fe to St. John's College.
2. The 3,500 gpm requirement can be achieved by upsizing the City valves, upsizing the City water meter and installing water piping on the St. John's College side of the City water meter.

II. Settlement Agreement, Release and Covenant Not to Sue:

- A. St. John's College and the City agree that the total credits due from City to St. John's College for erroneous billing is calculated to be \$202,228.00 broken down as follows-- from May 1, 2009 to present, \$163,000.00 due to St. John's College being billed at a 3 inch meter size rather than the required 6 inch meter size plus \$39,228.00 Credit for High Consumption Due to Unknown Cause.
- B. If St. John's paid for all tasks required to receive an upsized water meter from 3 inches to 6 inches is calculated it would cost \$194,298.24 as broken down as follows: \$69,248.00 for the calculated Utility Expansion Charge (UEC) for their additional water usage for upgrading the St. John's College water meter from a 3 inch meter to a 6 inch meter; \$41,478.10 charge for water meter vault improvement; and \$83,572.14 water main improvement charge to extend a parallel 8 inch water main on the St. John's College side

- of the water meter.
- C. The cost summary adding and subtracting the above credits and charges shows a credit due from the City to St. John's College of \$7,929.76.
  - D. Then City shall transfer the calculated credit due to St. John's College in the amount of \$7,929.76 for use by St. John's College in payment of future City utility bills
  - E. The parties agree there will be no exchange of money. All of the required water system improvements will be made by the City using its on-call contractors and shall be paid for and completed using St. John's College overpayment credit balances.
  - F. The parties agree the attached Restated Lease Agreement between St. John's College and the City of Santa Fe will be executed simultaneously with this Settlement Agreement.

### III. BASIC LEASE INFORMATION

**Premises:** see Exhibit A.

**Commencement Date:** The date of signing.

**Initial Lease Term:** The period beginning on the Commencement Date with a term of ninety-nine (99) years.

**Permitted Uses:** Operation and Maintenance of a Water Tank by the City of Santa Fe Water Division.

**Base Rent:** An initial annual rental in the amount of \$1,334.33, as set forth in Section 10, payable in yearly installments, subject to adjustment per Section 10 of the Lease.

## **SETTLEMENT AGREEMENT, RELEASE AND COVENANT NOT TO SUE**

I. Parties and effective date. The parties to this Settlement Agreement, Release and Waiver (“Settlement Agreement”) are St. John’s College, (“St. John’s College”) and the City of Santa Fe (“City”) (collectively, “the parties”). This Settlement Agreement shall be effective as of the date a party hereto last executes this Settlement Agreement, as indicated beside the parties’ signatures below, which date shall serve as the effective date of this Agreement.

II. Compromise of Claims. This Settlement Agreement represents a compromise of claims arising from three disputes as follows:

- overpayments by St. John’s College to the City’s Utility Billing Division;
- an error in placement of the City’s water tank on a parcel of real property owned by St. John’s College and leased by the City from St. John’s College; and
- St. John’s College fire protection system issues.

A. Lease Dispute:

1. On June 25, 1973, St. John’s College and the Public Service Company of New Mexico entered into a Memorandum of Lease (“Lease”) to lease real property owned by the College for the purposes of installing and maintaining a water tank. The City succeeded to PNM’s interest in the Lease.
2. In 2012, after performing a boundary survey, St. John’s College discovered that the water tank had erroneously been placed partially inside and partially outside the premises described in Exhibit A of the Lease.
3. The City and St. John’s College desire to correct this error and accurately describe the premises as the parcel land that contains the water tank in its entirety, extend the term and revise the rent.

B. Utility Billing Dispute:

1. August 20, 2008: The City Utility Billing Division sent a letter to St. John's College stating that their water meter was not in compliance with City Code and needed to be addressed.
2. May 1, 2009: The City Water Division, Engineering Section reviewed a Water Use Study prepared for St. John's College and incorrectly stated: "The main meter is a 6 in. size and the by-pass meter is a 3 in. size. The College billing is based on an 8 inch large commercial meter." In actuality, the St. John's College water billing (consumption and tiered allotments) was based on a 3 inch meter size.
3. October 2010 St. John's College received a large water bill that could not be explained by St. John's College. For this reason, St. John's College requested a credit for this unknown usage in accordance with the City Utility Billing Division's Credit for High Consumption Due to Unknown Cause Policy. The calculated credit is \$39,228.00.
4. Spring 2012: The City Water Division, Utility Billing Division and Public Utilities Department staff began meeting with St. John's College on a regular basis to discuss water usage and the associated billing structure at St. John's College. Based on St. John's College fixture counts, water usage and irrigation demands the water meter size required to meet the gallons per minute was calculated by the Water Division Engineering Section to be a 6 inch meter equivalent rather than the existing 3 inch meter.

C. St. John's College private fire protection system issues:

1. As set forth in further detail in the letter from St. John's College to the City dated December 10, 2012, the City Water Division, the City Fire Department, and St. John's

College agree that upon completion of upgrades to the water infrastructure at the service entrance that are detailed in the letter, the private fire protection system at St. John's College will be in substantial compliance with Santa Fe City Code fire protection requirements and is a satisfactory response to the August 20, 2008 letter from the Sangre de Cristo Water Division, City of Santa Fe to St. John's College.

2. The parties concur that the 3,500 gpm requirement can be achieved by upsizing the City PRV, upsizing the City water meter and installing water piping on the St. John's College side of the City water meter.

III. Consideration. In exchange for this Settlement Agreement, Release and Covenant Not to Sue, the Parties agree as follows:

**A. Total Credits due from City to St. John's College for erroneous billing is calculated to be \$202,228.00 broken down as follows:**

1. The Utility Billing Division calculated credit to St. John's College, including both meter service charges and consumption charges, from May 1, 2009 to present, is **\$163,000.00** due to St. John's College being billed at a 3 inch meter size rather than the required 6 inch meter size.
2. The Utility Billing Division calculated October 2010 Credit for High Consumption Due to Unknown Cause Policy to St. John's College is **\$39,228.00**.

**B. Total charges of costs due from St. John's College to City in order for St. John's College to receive an upsized water meter from 3 inches to 6 inches is calculated to be \$194,298.24 as follows:**

1. St. John's College is required to pay the calculated Utility Expansion Charge (UEC) for their additional water usage. The Engineering Section calculated UEC

for upgrading the SJC water meter from a 3 inch meter to a 6 inch meter to be  
**\$69,248.00.**

2. The Engineering Section calculated water meter vault improvement charge, based on a quotation from the Water Division's On-Call Utility Contractor, to increase the meter size and re-pipe the water meter vault to be **\$41,478.10.**

3. The Engineering Section calculated St. John's College water main improvement charge, based on a quotation from the Water Division's On-Call Utility contractor, to extend a parallel 8 inch water main on the St. John's College side of the water meter is **\$83,572.14.**

C. **Cost summary using above credits and charges shows a credit due from the City to St. John's College of \$7,929.76:**

(\$163,000.00) - credit  
(\$39,228.00) - credit  
\$69,248.00 - charge  
\$41,478.10 - charge  
\$83,572.14 - charge  
(\$7,929.76) – credit

D. City shall transfer the calculated credit due to St. John's College in the amount of \$7,929.76 for use by St. John's College in payment of future City utility bills.

E. The parties agree there will be no exchange of money. All of the required water system improvements will be made by the City using its on-call contractors and shall be paid for and completed using St. John's College overpayment credit balances.

F. The parties agree that the on-call contractor shall grant the 1 year warranty for the all the work on the St. John's private water system to both St. John's College and the City. St. John's shall review and accept the completed infrastructure for St. John's private water system before



the City will make final payment to the contractor. Prior to scheduling work for the City's on-call contractor, St. John's and the contractor shall mutually agree to a work schedule. The ownership and maintenance of the private water system shall be responsibility of St. John's College.

G. The parties agree that the ownership and maintenance of the City's public water system, including the new water meter and new PRV described above, shall be the responsibility of the City.

H. The parties agree the attached Restated Lease Agreement between St. John's College and the City of Santa Fe will be executed simultaneously with this Settlement Agreement and is attached hereto as Exhibit A.

IV. Release. Upon the full and complete execution, delivery and fulfillment of this Settlement Agreement, the parties agree to waive, release, relinquish, and discharge each other, and their officials, officers, representatives, agents, attorneys, employees, servants, managers, successors and assigns from all known present, past or future requests for payment, claims, actions, demands, rights, damages, costs, losses, expenses, compensation and liability, which the parties have asserted, or could have asserted, against each other pertaining to the matters set forth herein or for payments due to St. John's College or payments due to the City. This Release does not include a release of claims pertaining to any future, unknown utility billing issues between the parties or future, unknown issues related to the Lease or the Restated Lease.

V. Covenant not to sue. The parties covenant and agree that they shall not instigate, maintain, or pursue any further claims or actions, against each, which, in whole or in part, the parties have asserted, or could have asserted, against each other based on the matters set forth herein or related to the Contract payment dispute. Further, exchange of the Consideration,

Paragraph 3. herein, which shall occur simultaneous with execution of this Agreement, the parties agree that each will not seek any further payments pertaining to the matters set forth herein.. This Covenant not to sue does not future, unknown utility billing matters between the parties or future, unknown issues related to the Lease or the Restated Lease.

VI. Waiver of Known and unknown claims. In connection with the Release and Covenant Not to Sue set forth in Paragraphs IV. and V. above, the parties acknowledge that claims or facts in addition to or different from those which are now known or believed to exist may hereafter be discovered. However, it is the intention of the parties to settle and release all claims of the parties against each other based on the matters set forth herein. This Waiver does not include any waiver of express or implied warranties given by either party to the other in connection with the Lease or the Restated Lease.

VII. Representations and warranties. In return for the promises in this Settlement Agreement, as well as the other consideration identified herein, the parties represent and warrant the following:

- A. Before executing this Settlement Agreement, the parties have become fully informed of the terms, contents, conditions and effect of this Settlement Agreement;
- B. The parties are fully and duly authorized to execute this Settlement Agreement;
- C. The parties and their officials, officers, representatives, agents, attorneys, employees, servants, managers, successors and assigns mutually promise not to damage or injure the professional and business reputations and future business opportunities of each other in connection with the details under this Settlement Agreement.
- D. No promise or representation of any kind has been made to the parties, or anyone acting on their behalf, except as is expressly stated in this Settlement Agreement;

E. This Settlement Agreement constitutes the entire agreement among the parties, contains a full, final and complete release pertaining to the matters set forth herein, and the promises and obligations set forth in this Settlement Agreement are the only benefits the parties shall ever receive from each other in connection with the matters set forth herein; and

F. Before executing this Settlement Agreement, the parties have been advised by independent counsel with respect to the transactions governed by this Settlement Agreement as well as the terms of this Settlement Agreement.

VIII. Governing law and construction. This Settlement Agreement is deemed to be a contract governed by and enforceable under the laws of the State of New Mexico, and shall be construed and interpreted in accordance with the rules of interpretation and construction generally applicable to contracts in the State of New Mexico. In the event of ambiguity, this Settlement Agreement shall not be strictly construed against any particular party hereto.

IX. Notices. Notices or other communications which any party desires to give another party shall be given in writing, and shall be deemed to have been given if sent by facsimile, hand delivered, mailed by United States certified mail, prepaid, or delivered by Federal Express or a comparable courier to the parties at the addresses noted below, or at such other address a party may designate in writing.

A. St. John's College:

Bryan Valentine, Treasurer  
St. John's College  
1160 Camino Cruz Blanca  
Santa Fe, NM 87505-4599  
505.984.6000

B. City:

Brian Snyder, Director, Water Department  
City of Santa Fe  
200 Lincoln Avenue  
P.O. Box 909  
Santa Fe, NM 87504-0909  
505.955.4201

X. Binding effect. This Settlement Agreement shall be binding on and inure to the benefit of the parties as well as their agents, representatives, attorneys, directors, officers, officials, employees, servants and managers.

XI. Modification. This Settlement Agreement shall not be amended, modified, or terminated, nor shall any obligations hereunder be waived (expressly, by implication, or by estoppel), except by written instrument signed by each of the parties to this Settlement Agreement.

XII. Integration of agreements. This Settlement Agreement supersedes all representations, promises, statements and agreements, whether oral or written, made in connection with the specific matters addressed by this Settlement Agreement and the negotiation thereof.

IN WITNESS WHEREOF, the parties have duly executed this Settlement Agreement by an authorized representative of each on their behalf.

(Signatures begin on next page)

St. John's College

By: \_\_\_\_\_

Printed Name: Mike Peters

Its: \_\_\_\_\_

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

By: \_\_\_\_\_

Printed Name: Bryan Valentine

Its: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_

GENO ZAMORA, CITY ATTORNEY

APPROVED:

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

City of Santa Fe

By: \_\_\_\_\_

Printed Name: David Coss

Its: Mayor, City of Santa Fe

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

ATTEST:

\_\_\_\_\_

YOLANDA Y. VIGIL, CITY CLERK

---

## **Lease Agreement**

**St. John's College  
And  
City of Santa Fe, New Mexico**

---

## **BASIC LEASE INFORMATION**

**Lease Date:** The date of the last signature hereto.

**Tenant:** City of Santa Fe, New Mexico

**Address of Tenant:** 200 Lincoln Street, Box 900  
Santa Fe, NM 87504-0909

**Contact:** Robert Romero, City Manager  
Telephone: (505) 955-6848  
email: rpromero@ci.santa-fe.nm.us

**Lessor:** St. John's College

**Address of Lessor:** 1160 Camino Cruz Blanca  
Santa Fe, NM 87505-4599

**Contact:** Bryan Valentine, Treasurer  
Telephone: (505) 984-6000  
email: bryan.valentine@sjcsf.edu

**Premises:** see Exhibit A.

**Commencement Date:** The date of signing.

**Initial Lease Term:** The period beginning on the Commencement Date with a term of ninety-nine (99) years.

**Base Rent:** An initial annual rental in the amount of \$1,334.33, as set forth in Section 10, payable in yearly installments, subject to adjustment per Section 10 of the Lease.

**Additional Rent:** To be determined under Section 10 of the Lease.

**Inflation Index:** Annual adjustments based on changes per Section 10 of the Lease.

**Reappraisal Date:** Intentionally deleted.

**Permitted Uses:** Operation and Maintenance of a Water Tank by the City of Santa Fe Water Division.

**Exhibits:** Exhibit A – Description of Premises

**Incorporation into Lease:** The Basic Lease Information set forth above and the Exhibits attached hereto are incorporated into and made a part of the following Lease. Each reference in this Lease to any of the Basic Lease Information shall mean the respective information above and shall be construed to incorporate all of the terms provided under the particular Lease paragraph pertaining to such information. In the event of any conflict between the Basic Lease Information and the provisions of the Lease, the latter shall control.



## LEASE

This Restated Lease Agreement (Lease) supersedes and replaces the Memorandum of Lease dated June 25, 1973 between St. John's College and Public Service Company of New Mexico for lease of the premises described in Exhibit A thereto for the purposes of installing and maintaining a water tank. The City of Santa Fe succeeded to PNM's interest in the 1973 Memorandum of Lease. In 2012, after performing a boundary survey, Lessor discovered that the water tank had, in error, been placed partially inside and partially outside of the premises described in Exhibit A of the 1973 Memorandum of Lease. The City of Santa Fe and St. John's College presently desire to correct this error and accurately describe the premises as the parcel of land that contains all of the water tank as well as extend the lease term and revise the rent. For these reasons, this Lease is now made by and between St. John's College, a New Mexico non-profit corporation (Lessor) and the City of Santa Fe, a municipal corporation (Tenant) as of the Commencement Date, as identified in the Basic Lease Information. In consideration of the mutual promises and obligations contained in this Lease, Lessor and Tenant agree as follows:

### 1. Recitals.

1.1 Lessor owns St. John's College, located in the City and County of Santa Fe, State of New Mexico;

1.2 Tenant desires to lease from Lessor, and Lessor is willing to lease to the Tenant, the parcel of land.

### 2. Basic Provisions and Definitions.

The definitions and basic provisions set forth in the Basic Lease Information executed by Lessor and Tenant contemporaneously herewith is incorporated herein by reference. The following terms shall have the definitions set forth below:

**Days** means calendar days; provided, however, that in the event any date for payment or performance falls on a Saturday, Sunday or federally recognized holiday, the date for such payment or performance shall be extended to the next "business" day.

**Environmental Laws** means any and all federal, state, local statutes, ordinances, regulations, rules or guidelines now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances or relate to the protection of human health, safety or the environment and include but are not limited to: the Solid Waste Disposal Act, 42 U.S.C. 3251, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act/Pesticide Act, 7 U.S.C. Section 13 et seq.; the Safe Drinking Water Act, 44 U.S.C. Section 300(f) et seq.; the Oil Pollution Control Act of 1990, 33 U.S.C. Section 2761 et seq.; Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq. And as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and laws of New Mexico that define substances as hazardous waste or as hazardous substances and regulate their use or disposal, and regulations promulgated pursuant to such laws. The term Environmental Laws shall be interpreted in the broadest sense.

**Hazardous Substances** means substances, materials, wastes, pollutants, oils or governmentally regulated substances or contaminants as defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored handled, treated, discharged, distributed, disposed, or released. Hazardous Substances shall also mean any hazardous materials, hazardous wastes, toxic substances, or regulated substances under any Environmental Laws and shall be interpreted in the broadest sense.

**Improvements** means all improvements on the land described in Exhibit A to the Basic Lease Information, by whomever and whenever constructed, including but not limited to the water tank and the fencing around the water tank.

**Lease Term** means the Term of this Lease.

**Lessor** means St. John's College, a New Mexico non-profit organization, successors and assigns.

**Premises** means the land described in Exhibit A.

**Removable Improvements** means trade fixtures, security alarms systems, personal property, and removeable equipment, all of which may be removed by Tenant without damage (or with complete repair of any damage by Tenant).

**Tenant** means the Tenant identified in the Basic Lease Information and the Tenant's assigns and successors in interest.

**3. Lease Grant; Demise of Premises.**

Lessor hereby leases to Tenant and Tenant leases from Lessor the Premises and the Improvements, as depicted in Exhibit A, on the terms and conditions of this Lease, commencing on the Commencement Date and ending on the last day of the Lease Term, unless sooner terminated as herein provided.

**4. Acceptance of the Premises.**

4.1 The Tenant has inspected the Premises and accepts the Premises in their "as is" condition. Tenant will keep the Premises in good order and repair during the Lease Term of this Agreement and will repair promptly, at Tenant's own expense, any and all damage to the Premises.

4.2 Tenant acknowledges that Lessor has made no representations or warranties concerning the suitability of the Premises for Tenant's use or for any other use. Except as expressly provided in this Agreement, Lessor shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises or any Improvements, furnishings, fixtures, trade fixtures or equipment constructed, installed or used on or in the Premises.

**5. Title to Improvements and Removable Improvements.**

5.1 All Improvements on the Premises as of the Commencement Date of the Lease, or subsequently made, are owned by the City of Santa Fe.

5.2 Title to Removable Improvements shall remain in Tenant and Tenant shall be entitled to remove the Removable Improvements on expiration or termination of the Lease, and shall be required to so remove them if requested by the Lessor. In either case, Tenant shall repair any damage to the Premises and the remaining Improvements caused by removal of the Removable Improvements.

**6. Non-exclusive easement to repair; Restrictions.**

6.1 Tenant hereby grants to Lessor a non-exclusive easement to maintain, repair, and replace utility facilities, such as water, sewer, storm sewer, gas, electric and telephone lines on the Premises, at the places shown on Exhibit A. Lessor shall only exercise its rights under this easement in the event that Tenant or the utility company involved fails to satisfactorily maintain the utility facilities on the Premises, as required under this Agreement. If Lessor exercises its rights under this paragraph, it may charge Tenant as Additional Rent the reasonable cost of the work. Upon completion of any repairs/construction by Lessor, Lessor shall return any areas affected on the Premises to substantially the same condition as prior to the repair/construction.

6.2 Tenant hereby grants to Lessor the non-exclusive right and easement to maintain, repair, construct or reconstruct any improvements located in such proximity to Tenant's Premises that the improvements can, as a practical matter,

be maintained, repaired, constructed or reconstructed only from Tenant's Premises. The party exercising this easement shall endeavor in good faith to schedule such maintenance, repair, construction or reconstruction so as to minimize the period of time of use of Tenant's Premises. Upon completion of any repairs/construction by Lessor, Lessor shall return any areas affected on the Premises to substantially the same condition as prior to the repair/ construction.

6.3 Tenant will comply with all applicable statutes, ordinances and regulations pertaining to sounds, lights, odors, originating on the Premises.

6.4 Tenant will not permit undue accumulations of garbage, trash, or any other refuse, and will remove the same at its own expense.

## **7. Term of Lease – Option to Renew**

7.1 The term of this Agreement shall begin on the Commencement Date with a term of ninety-nine (99) years "Initial Term". The Initial Term plus the Renewal Term (if exercised) shall comprise the "Lease Term".

7.2 Tenant shall have one (1) renewal option of fifty (50) years ("Renewal Term") which may be exercised by Tenant if Tenant is not in default. The terms and conditions of the Renewal Term will be as set forth herein except Base Rent shall be adjusted to the current market rate. Tenant may exercise its renewal option by providing written notice to Lessor no later than eighteen (18) months prior to the expiration of the Initial Term. Failure of Tenant to provide timely notice in accordance with this paragraph shall render Tenant's renewal option null and void and of no further force or effect.

7.3 During the period beginning twenty four (24) months prior to the expiration of the Initial Term and ending fourteen (14) months prior to the expiration of the Initial Term, the parties shall in good faith attempt to negotiate a new Base Rent (subject to subsequent adjustment as set forth herein) for the Premises.

In the event the parties are unable to agree on the terms and conditions for the renewal option term prior to fourteen (14) months from the expiration date of the Lease, then Tenant shall provide to Lessor, no later than twelve (12) months from the expiration of the lease, an appraisal prepared by a real estate appraiser ("Tenant's Appraiser") who holds an MAI designation by the Appraisal Institute, stating the appraiser's determination of the current fair rental value of the Premises, including all Improvements thereon in existence as of the Commencement Date of the Lease (if any), the availability of utilities, but not including any Improvements constructed by Tenant and any Removable Improvements, accompanied by Tenant's offer to renew this Lease for the renewal term with the rent determined by Tenant's Appraiser as the initial Base Rent. If the Appraisal Institute or the MAI designation no longer exists, then

Tenant's Appraiser shall hold a comparable designation from the same or a comparable organization. If Lessor does not notify Tenant prior to eleven (11) months from the expiration of the Lease that Lessor is unwilling to accept the rent as determined by Tenant's Appraiser, then that rent shall be the initial Base Rent for the renewal term. If Lessor does notify Tenant that it is unwilling to accept rent as determined by Tenant's Appraiser, then Lessor shall furnish to Tenant, no later than nine (9) months from the expiration of the Lease, an appraisal of the fair rental value of the Premises, conducted on the same terms and by a similarly qualified appraiser ("Lessor's Appraiser"), together with Lessor's offer to accept the rent as established by Lessor's Appraiser as the initial Base Rent for the renewal term. If Tenant does not accept Lessor's offer within eight (8) months of the expiration date of the Lease, then Tenant's Appraiser and Lessor's Appraiser shall select a third appraiser ("Third Appraiser"), who shall determine the fair rental value of the Premises no later than six (6) months from the expiration of the Lease, including all Improvements thereon in existence as of the Commencement Date of the Lease (if any), the availability of utilities, but not including any Improvements constructed by Tenant and any Removable Improvements. If Tenant does not give Lessor written notice within thirty (30) days of receipt of the Third Appraiser's appraisal of Tenant's agreement to renew the term of this Lease with the rent established by the Third Appraiser as the initial Base Rent, then Tenant's right to renew shall lapse and be of no further effect. During each renewal lease term the Base Rent shall be subject to adjustment through reappraisals as described in this section and to annual changes in the Consumer Price Index as provided in Section 10 of this Lease. Tenant shall pay Tenant's Appraiser's fees. Lessor shall pay Lessor's Appraiser's fees. Lessor and Tenant shall each pay one-half the fee of the Third Appraiser. Nothing in this paragraph shall prevent Lessor and Tenant from agreeing on initial Base Rent for a renewal term by negotiation or mutually agreed means. The final determination of any agreement shall be documented in an amendment to the Lease duly signed by both parties.

7.4 Tenant shall have the right to terminate this Lease by providing twelve (12) months advance written notice to Lessor. Tenant shall be liable for all obligations hereunder through the effective date of the termination.

7.5 Upon termination of this Lease Tenant shall remove all Improvements from the Premises and return the Premises to their original condition, as determined by the good faith acceptance of Lessor.

## **8. Holding Over**

Unless extended by agreement of the parties as provided above, this Agreement shall terminate without notice at the end of its then current term. Any holding over after termination of this Agreement or after expiration of its term without the written consent of Lessor shall be construed to create a tenancy at will, under all the terms, covenants and conditions of the Agreement, except Lessor shall be

entitled to collect monthly rent in the amount of 150 percent (150%) of the Base for the first six (6) months of hold over occupancy. All subsequent hold over months, Lessor shall be entitled to collect 200 percent (200%) of the Base Rent in effect for the last month of the term, plus any Additional Rent. Any holding over after expiration of the term of this Agreement with the written consent of Lessor shall be construed to create a tenancy from month to month at the Base Rent and Additional Rent in effect for the last month of the term and under all the other terms, covenants and conditions of this Agreement.

**9. Assignment and Subleasing**

9.1 Tenant shall not assign its interest under this Agreement nor sublet the Premises, in whole or in part, without Lessor's prior written consent, which shall not be unreasonably withheld. The parties acknowledge and agree that the St. John's College is a unique property and that Lessor has certain public responsibilities in managing the St. John's College. The parties agree that Lessor may consider a broad range of factors in exercising its reasonable discretion whether to approve a proposed assignment or subletting. As used in this Section 9, "sublet" means a subletting, to one or more subtenants, of any portion of the Premises. Any purported assignment or subletting contrary to the provisions of this Section shall be void and shall constitute an Event of Default.

9.2 If Tenant desires to assign this Agreement or to sublet the Premises, Tenant shall give Lessor written notice with copies of all related documents and agreements associated with the assignment or subletting, including without limitation, the financial statements of any proposed assignee or subtenant(s), and all other information reasonably requested by Lessor. Lessor shall approve or disapprove the proposed assignment or subletting within thirty (30) calendar days after receipt of all required information. Lessor shall within the thirty (30) calendar day period respond in writing to Tenant to either 1) Approve the proposed subtenant or assignee, 2) Request further information, or 3) Disapprove the assignee or subtenant including the reason(s) why approval was not granted. If Lessor requests additional information, Lessor shall have ten (10) calendar days after Lessor's receipt of the additional information to review and respond to Tenant's request for approval. Failure by Lessor to act within the thirty day period shall be deemed approval.

9.3 In the event of an assignment of the Lease, or subleasing of more than 75% of the Improvements on the Premises to one entity or more than one entity under common ownership or control, the Base Rent payable to Lessor shall be adjusted to the fair rental value of the Premises including any Improvements on the Premises as of the Commencement Date, and the availability of utilities and parking. In no event shall the rent be decreased under this paragraph. The fair rental value (as described in the previous sentence) of the Premises shall be

determined by a qualified commercial appraiser approved by Lessor and Tenant, and the cost of the appraisal shall be paid by Tenant.

9.4 No approved assignment shall be effective until the assignee has delivered to Lessor its written agreement to be and remain jointly and severally liable with Tenant for the payment of Base Rent and Additional Rent and for the performance of Tenant's other obligations under this Agreement arising on or after the date of the assignment. No subletting shall be effective until there has been delivered to Lessor a sublease under which the sublessee agrees to be bound to Lessor to the same extent as Tenant is bound under this Agreement, excepting only the amount of rent payable. Upon default by Tenant hereunder, Lessor may, at its option, collect directly from a subtenant the rent due Tenant from its subtenant. Any assignee or subtenant must comply with the requirements for insurance set forth in Section 12 of this Lease by endorsement to one policy or separate policies.

9.5 Lessor may assign its rights or delegate its duties, in whole or in part or otherwise confer a beneficial interest in this Agreement upon third parties

## **10. Rent**

10.1 Tenant shall pay Base Rent each year on the first day of each calendar year of the Lease Term. The initial Base Rent payable by Tenant to Lessor is \$1,334.33 payable solely from revenues of the City's water enterprise fund in accordance with SFCC 11-12.1, as amended.

10.2 Base Rent shall be adjusted on January 1, 2014 and January 1<sup>st</sup> of each subsequent year of the Lease Term thereafter by a percentage equal to the percentage increase in the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, All Items (1982-1984 = 100) (the "Index") from the second month preceding the month of adjustment compared to the same month one year earlier; *provided, however:* (a) Base Rent shall in no event be less than the preceding year's Base Rent; and (b) no adjustment shall occur less than ten months following any change in Base Rent. The terms of this Lease are contingent upon sufficient appropriations and authorization being made by the City for its performance.

## **11. Use of the Premises**

11.1 Tenant, for and in consideration of this Agreement and the demise of the Premises by Lessor to Tenant, hereby agrees and covenants with Lessor to use and occupy the Premises for the Permitted Uses as set forth in the Basic Lease Information and for no other uses. Additional uses by the City of Santa Fe may be added by amendment to this lease in accordance with Section 35.

11.2 Tenant shall not use or occupy or permit the Premises to be used or

occupied, or do or permit anything to be done in or on the Premises, in a manner that will make void or voidable any insurance then in force with respect thereto, or that will make it impracticable to obtain fire or other insurance required to be furnished hereunder, or that will cause or be likely to cause damage to the Premises or any portion thereof, or that will constitute a public or private nuisance. Further, the Tenant shall not use or occupy or permit the Premises to be used or occupied for any business, purpose, or use deemed extra-hazardous, or for any purpose or in any manner which is in violation of any present or future municipal, state and federal ordinances, laws, rules and regulations.

11.3 Tenant shall conduct its operations in an orderly and proper manner so as to not unreasonably annoy, disturb, or be offensive to Lessor. Tenant shall give ten (10) days notice to Lessor regarding any activities other than regular or customary maintenance, repair, or operation.

## **12. Insurance**

12.1 Tenant shall, 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 Lessor with limits of coverage in the maximum amount which the Tenant 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 Lessor is named as an additional insured and that the Lessor is notified no less than 30 days in advance of cancellation for any reason. The Tenant shall furnish the Lessor with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

12.2 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. Tenant 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.

12.3 Lessor shall be named as additional insured under all of the policies required in this Section. The policies required under this Section shall provide for severability of interest.



12.4 All insurance to be maintained by Tenant shall, except for workers' compensation insurance, be primary, without right of contribution from insurance of Lessor. Any umbrella liability policy or excess liability policy shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance.

12.5 Lessor and Tenant each waive any right to recover against the other for claims for damages to any property owned by it caused by the other party. This provision is intended to waive fully, and for the benefit of the other party, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. Any property insurance maintained by either party, shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance.

12.6 Tenant shall notify Lessor within twenty four (24) hours after the occurrence of any accidents or incidents on the Premises which could give rise to a claim under any of the insurance policies required under this Section.

12.7 Tenant, as a material part of the consideration to Lessor, hereby assumes all risk of damage to the Premises, including, but not limited to Improvements, Removable Improvements, and injury to persons in, upon or about the Premises arising from any cause, and Tenant hereby waives all claims in respect thereof against Lessor, except to the extent such claims are caused by Lessor's gross negligence or willful misconduct. Tenant hereby agrees that Lessor shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the Premises, or injury to or death of Tenant, Tenant's employees, invitees, customers, agents or Tenants or any other person in or about the Premises, except to the extent caused by Lessor's gross negligence or willful misconduct.

### **13. Default; Termination of Agreement**

13.1 The occurrence of any of the following events shall, at Lessor's option, constitute an "Event of Default":

13.1.1 The divestiture of the Tenant's estate under this Agreement by legal process or other operation of law.

13.1.2 Non-payment Default for Failure to pay Base Rent, ("Non-payment Default") or any other sums due on the date when due and the failure is not cured and continues for a period of twenty (20) days after written notice that payment has not been received when due.

13.1.3 Failure to perform Tenant's covenants and obligations hereunder (except default in the payment of Base Rent) where such failure is not cured and continues for a period of thirty (30) days after written notice

from Lessor; provided, however, if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commences the cure within the thirty (30) day period and diligently prosecutes such cure to completion.

13.1.4 The making of any material misrepresentation or omission by Tenant or any successor in interest of Tenant in any materials delivered by or on behalf of Tenant to Lessor pursuant to this Agreement.

13.1.5 Tenant's assignment of this Agreement or subletting the Premises without Lessor's prior written consent when such consent is required.

13.1.6 The failure of Tenant or its sublessees to comply with the Permitted Uses under this Lease which is not cured with thirty (30) days following notice of failure to comply.

13.1.7 Tenant's failure to perform any other obligation (including compliance with the insurance requirements set forth herein) of Tenant under this Lease which is not cured within thirty (30) days following written notice specifying the failure and the action to be taken to comply.

13.2 The occurrence of any of the following events shall, at Tenant's option, constitute an "Event of Default": (i) failure of Lessor to perform any obligation under this Lease which is not cured within thirty (30) days following written notice specifying the failure and the action to be taken to comply. In the event of the occurrence of the Event of Default, Lessor or Tenant shall have the right to give a written termination notice to Lessor or Tenant and, on the date specified in such notice, this Agreement shall terminate.

13.3 Following termination, without prejudice to other remedies Lessor or Tenant may have, Lessor may (i) peaceably re-enter the Premises upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Premises, using such legal proceedings as may be available; (ii) repossess the Premises, or relet the Premises or any part thereof for such term, at such rental and upon such other terms and conditions as Lessor in Lessor's sole discretion shall determine; and (iii) remove all personal property therefrom.

13.4 Each right and remedy of Lessor or Tenant provided for herein or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative and shall not preclude Lessor or Tenant from exercising any other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity, by statute or otherwise. No payment by Tenant of a lesser amount than the Base Rent and Additional Rent shall be deemed an accord and satisfaction of full payment. Lessor may accept such payment without prejudice to Lessor's right to recover

the balance of such rent or to pursue other remedies.

13.5 Tenant and Lessor agree and covenant with each other that the delay or omission in the enforcement of any of the agreements and covenants herein contained, or in the exercise of any of Lessor's or Tenant's rights hereunder, shall not affect the duty of both parties to thereafter faithfully fulfill and perform all of the agreements and covenants herein contained, and the failure, neglect or omission of either party to terminate this Agreement for any one or more breaches of any agreements and covenants hereof, shall not be deemed a consent by either party of such breach and shall not impede, impair, estop, bar or prevent either party from thereafter terminating this Agreement, either for such violation, or for prior or subsequent violations of any covenant or agreement hereof.

13.6 Even though an Event of Default may have occurred, this Lease shall continue in effect for so long as Lessor or Tenant does not terminate Tenant's right to possession, and Lessor or Tenant may enforce all of their rights and remedies under this Lease, including the right to recover Base Rent and Additional Rent as it becomes due. Lessor, without terminating this Lease, may, during the period Tenant is in default, enter the Premises and relet the same, or any portion thereof, to third parties for Tenant's account and Tenant shall be liable to Lessor for all costs Lessor incurs in reletting the Premises. Reletting may be for a period shorter or longer than the remaining Lease Term. Tenant shall continue to pay Base Rent and Additional Rent on the date the same is due. In the event that Lessor elects to relet the Premises, the rent that Lessor receives from reletting shall be applied to the payment of, first, any indebtedness from Tenant to Lessor other than Base Rent or Additional Rent; second, all costs, including maintenance, incurred by Lessor in reletting; and third, Base Rent and Additional Rent under this Lease. After deducting the payments referred to above, any sum remaining from the rent Lessor receives from reletting shall be held by Lessor and applied in payment of future rent as rent becomes due under this Lease. In no event, shall Tenant be entitled to any excess rent received by Lessor.

#### **14. Resolving Disputes.**

14.1. Negotiation. If a dispute arises between Tenant and Lessor (other than failure of Tenant to pay Base Rent, Additional Rent, and any other sums due Lessor) the parties shall seek a solution through negotiation.

14.2 Mediation. If negotiation does not resolve the dispute, and Tenant is not in default for failure to pay Base Rent, Additional Rent or other sums due Lessor, the parties shall then attempt to resolve the dispute by use of a mediator. The mediator shall be agreed upon by the parties and the mediator's fees shall be paid one half by the Tenant and one half by the Lessor.

14.3 If Tenant is in Non-payment Default or goes into Non-payment Default during the resolution of the dispute, Lessor may elect to resolve any and all

disputes pending at that time by any lawful means, including, without limitation, litigation.

## **15. Utilities, Premises Maintenance**

### **15.1 Utilities and Grounds Maintenance**

Tenant shall at all times keep the Premises neat, orderly, sanitary, and presentable. Tenant shall perform, at its sole expense, ordinary upkeep of the Premises, and Improvements thereon. If applicable, Tenant shall pay for all gas and electric power, and all water, sewer, and refuse services used in the Premises; and shall be responsible for lighting the Premises.

15.2 If applicable, Tenant shall provide, pay for, and be responsible for all maintenance including, but not limited to, repair of the foundation, exterior walls, roof, interior supporting walls, interior walls, floors, ceilings, windows and doors, glass, snow removal, electrical switches, plumbing fittings, light bulbs, heating, ventilation and air cooling systems, plumbing, and electrical wiring of the Premises, and any maintenance or repairs as may from time to time be necessary by Tenant's use of the Premises, and shall keep the Premises in good and safe order and condition. If Tenant fails or refuses to maintain and keep in good repair the same in a timely manner, then at Tenant's expense within thirty (30) days of written demand by Lessor, Lessor may, but shall not be required to, perform the maintenance or repairs specified in the notice, and Tenant shall reimburse Lessor for the reasonable cost thereof within thirty days of receipt of an invoice.

15.3 Interruption of Services. Tenant agrees that Lessor shall not be liable for interruption in the supply of any utility services. Lessor reserves the right to temporarily discontinue services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the control of the Lessor, the Lessor is unable to furnish such utility services. When it is in the Lessor's control, Lessor shall exercise reasonable efforts to ensure the continuous service of all utilities. The Lessor shall not be liable for damages to persons or property for any such discontinuance, nor shall such discontinuance in any way be construed as cause for abatement of compensation or operate to release Tenant from any of its obligations hereunder, except as otherwise provided in this Agreement. Notwithstanding anything to the contrary, the City, in its capacity as an owner and operator of public water, sewer and solid waste utilities, reserves the right to terminate utility service to the Premises in the event of non-payment of utility bills.

15.4 If Tenant makes changes to or installs a new electrical service to the Improvements, all exterior wiring shall be buried underground. No new or replacement overhead electrical service shall be allowed without the prior written approval of Lessor.

**16. Building Improvements**

16.1 Tenant acknowledges that as of signature of this Lease, Tenant accepts the Premises in its "as is" condition and that Lessor is not obligated to make any alterations, improvements or repairs to the Premises.

16.2 Tenant shall make no alterations or improvements of any kind to the exterior of the Improvements or the area comprising the Premises, without Lessor's express, prior, written consent, which shall not be unreasonably withheld. Tenant shall not commence construction until Lessor has approved in writing Tenant's plans, specifications, and contractor which consent shall not be unreasonably withheld. Any request for consent to an alteration or improvement shall be in writing and shall describe the proposed work in detail. If Lessor consents to any alteration or improvement proposed by Tenant, the same shall be made only at Tenant's expense and only in compliance with all applicable statutes, ordinances and regulations.

16.3 All Improvements on the Premises as of the Commencement Date of this Lease are owned by the City of Santa Fe. All Improvements on the Premises whenever and by whomever constructed (including Removable Improvements owned by the City) shall become the property of The City of Santa Fe on the earlier of the termination or expiration of this Lease.

16.4 Tenant shall provide to Lessor evidence of Tenant's posting of a notice of Lessor's non-responsibility for construction of, alteration or repair to the Improvements (except Removable Improvements) or the Premises, in the manner and as contemplated by Section 48-2-11, NMSA 1978. Lessor may post notices of non-responsibility for payment of mechanic's and materialmen's liens pursuant to the provisions of Section 48-2-11, NMSA 1978.

16.5 Tenant shall perform maintenance and improvements at Tenant's sole cost.

**17. Lessor's Right to Enter**

Tenant hereby agrees and covenants with Lessor that Lessor, Lessor's heirs, personal representatives, assigns, agents, attorneys and successors in interest shall have the right at any time, upon reasonable notice to Tenant, to enter upon the Premises to inspect the same and to make any and all infrastructure and building improvements in the event that such are required or the Tenant is not performing its responsibilities pursuant to Sections 15 and 16 of this Lease. At no time shall Lessor be compelled or required to make such improvements.

## **18. Damage to Premises or Improvements**

18.1 If the Premises should be damaged or destroyed by fire or other casualty, Tenant shall give immediate written notice to Lessor.

18.2 In the event of damage to or destruction of the Improvements, Tenant shall, in accordance with Section 12.7 of this Lease Agreement, repair or reconstruct the Improvements; *provided, however*, that if the Improvements are so damaged that they are untenable and cannot reasonably be repaired, in the reasonable judgment of the Tenant, then Tenant may elect to terminate this Agreement per Section 13.

Tenant shall within sixty (60) days of the casualty, remove debris, damaged fixtures and Improvements, etc. to insure the Premises do not represent a safety hazard and have a reasonable appearance. If the Tenant does not provide the above mentioned notice to terminate, Tenant shall be required to promptly rebuild the Improvements to a standard at least equal in size and quality to that which existed prior to the casualty in accordance with the requirements of this Lease. The design and construction of the Improvements shall be subject to the Master Plan and Lessor's reasonable approval. Tenant shall submit its drawings and specifications to Lessor for its approval prior to any construction commencing (except clearing of debris).

18.3 If the damage or destruction was not caused by Tenant's negligence or breach of this Agreement by Tenant, then Base Rent and Additional Rent shall abate during the repair or reconstruction, to the extent of Tenant's loss of use of the Premises however, not to exceed 180 days from the date of the casualty. If the Premises or any portion of the Premises is damaged resulting from the negligence or breach of this Agreement by Tenant, Base Rent and Additional Rent shall not be reduced during the repair of such damage.

### **18.4 Force Majeure**

Except as expressly provided in this Agreement, neither Lessor nor Tenant shall be deemed to be in Default hereunder if and for as long as it is prevented from performing any obligation other than payment of rentals, fees and charges by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of the public enemy, weather conditions and results of acts of nature, riots, rebellion, sabotage, or any other similar circumstances for which it is not responsible or which are not within its control.

## **19. Taxes, Licenses and Debts**

19.1 Tenant shall pay when due all applicable property taxes, personal property taxes, sewer and refuse charges, impact fees, parking assessment district or fee-in-lieu of parking fees, and other exactions assessed or assessable and pay all license fees and permit fees applicable to the Tenant's operations, and acquire and keep

current all applicable licenses, municipal, state, or federal required as the result of the Tenant's operations on the Premises.

19.2 Tenant shall promptly pay and discharge all legitimate claims for labor performed, supplies furnished and services rendered at the request of Tenant and shall keep the Premises free of all mechanic's and materialmen's liens in connection therewith. If any lien is filed, Tenant shall cause such lien to be released and removed within a reasonable time and if Tenant fails to do so, Lessor may take such action as may be necessary to remove such lien and Tenant shall reimburse Lessor for such amounts expended.

**20. Quiet Enjoyment**

Upon payment of rent and performance of the covenants and agreements by the Tenant, Lessor covenants that the Tenant shall have and enjoy the Premises and all of the rights, privileges and appurtenances granted herein.

**21. Discrimination Prohibited**

In the use and occupation of the Premises, the Tenant shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap or on any other basis prohibited by law.

**22. Hazardous Materials**

The Tenant covenants that it and all of its agents, servants, and employees will use due care and diligence in all of its or their activities on the Premises.

**22.1 Environmental:** Tenant agrees that it will not place, hold, store or dispose of any Hazardous Substances on or under the Premises and if Tenant does so Tenant assumes full responsibility subject to the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. Lessor and Tenant's obligations and liabilities under this Section shall survive the termination of this Agreement and the transactions contemplated in this Agreement.

- 23. Liability:** With respect to any claims, actions, suits, damages, or judgments caused by or resulting from acts, omissions, or operations of Lessor or Tenant, each of their respective agents, servants, contractors, officers or employees, Lessor or Tenant shall be liable only for the acts, omissions or operations of each of their respective agents, servants, contractors, officers or employees. Lessor and Tenant shall not in any event be liable for any act or omission of the other party, or its agents, servants, officers, employees, or independent contractors, or for any condition resulting from the operations or activities of the other party, the other party's agents, servants, employees, officers or independent contractors either to the other party or to any other person.

23.1 Lessor, promptly upon receipt, shall furnish to Tenant every demand, notice, summons or other process received by Lessor in any proceeding arising out of the acts, omissions or operations of Tenant or its agents, servants, or employees. If Lessor fails to give Tenant such notice and that failure results in prejudice to Tenant in the defense of the action or legal proceeding, such failure or delay shall release Tenant of its liability as set forth in this paragraph insofar as only the particular claim or legal proceeding is concerned, and only to the extent of such prejudice.

**24. Approvals, Consents and Notices**

24.1 All notices, consents and approvals required by this Agreement shall be in writing and shall be given by hand delivery, or by certified mail, return receipt required, or by facsimile transmission, provided that the completed transmission is electronically verified, or by electronic mail to the street address, post office address, facsimile number or e-mail address listed in the Basic Lease Information. Either party may change any of its addresses or numbers for notice by notice to the other party.

24.2 The effective date of such notice shall be the third day after mailing, if mailed, or on delivery or transmission, in all other cases.

**25. No Partnership or Agency**

Nothing contained in this Agreement is intended or shall be construed in any respect to create or establish any relationship other than that of tenant and lessor, and nothing herein shall be construed to establish any partnership, joint venture, or association or to make Tenant the general representative or agent of Lessor for any purpose whatsoever.

**26. Compliance and Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that any action or suit to enforce the terms of this Agreement commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.



**27. Signs**

Lessor and Tenant covenant and agree that Tenant may at Tenant's own expense erect and maintain a sign or signs on the Premises to carry out the purpose for which Tenant is leasing the Premises. All proposed signage must be submitted to the Lessor for review and approval. Upon termination or expiration of this Agreement, Tenant shall remove its sign or signs and shall repair any damage to the Premises caused thereby at Tenant's expense.

**28. Remedies are Cumulative**

The specified remedies to which the Lessor or Tenant may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Lessor or Tenant may be lawfully entitled in case of any breach or threatened breach by the Tenant or Lessor of any of the agreements and covenants herein contained.

**29. Recording of Lease**

This Lease shall be recorded in the land records of Santa Fe County, New Mexico.

**30. Binding on Assigns and Successors in Interest**

Subject to the provisions on subletting and assignment in this Lease including but not limited to Section 9, the agreements, covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any extension, renewal or modification thereof, shall extend to and be binding upon the assigns and successors in interest of the respective parties.

**31. Lot of Record**

Lessor and Tenant acknowledge that the Premises do not presently constitute a legal lot of record. If in connection with the assignment or encumbrance of Tenant's leasehold interest in the Premises, it is necessary for the Premises to constitute a legal lot of record, then Tenant, at Tenant's expense and at no cost to Lessor, may take such steps as to cause the Premises to constitute a legal lot of record. Lessor shall reasonably cooperate with Tenant so long as such cooperation does not result in significant costs or expenses to Lessor. At the expiration or termination of this Agreement, if the Lessor elects, the Premises must revert to their original status.

**32. Covenant to Execute Additional Instruments**

The parties hereto hereby agree to execute and deliver any instruments in writing

necessary to carry out any agreement, covenant, term, condition or assurance in this Agreement whenever an occasion shall arise and request for such instrument shall be made.

**33. Severability**

If any provision of this Agreement, or any application thereof, shall be declared invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement, and any other application of such provision, shall continue in full force and effect provided that the material intent of this agreement is preserved.

**34. Captions**

The section headings are for convenience of reference only and shall not otherwise affect the meaning hereof.

**35. Complete Statement; Amendments**

This Lease is a complete and final statement of the agreement of the parties with respect to the lease of the Premises and there are no understandings or agreements not expressly stated in this document. All prior negotiations and discussions and any agreements are merged into this Lease. This Lease shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Lessor and Tenant acknowledge that they have thoroughly read this Agreement, including exhibits, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations hereunder. Lessor and Tenant further acknowledge that this Agreement is the result of negotiations between them and that this Agreement shall not be construed against either party by reason of that party's preparation of all or part of this Agreement.

**36. No Third Party Beneficiaries**

This Agreement does not create, and 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 Lessor and Tenant and no other 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 or otherwise.

**37. Appropriations**

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

shall be final. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of the Tenant within the meaning of any constitutional or statutory debt limitation.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**Lessor**

St. John's College

By: \_\_\_\_\_

Printed Name: Mike Peters

Its: \_\_\_\_\_

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

By: \_\_\_\_\_

Printed Name: Bryan Valentine

Its: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_

GENO ZAMORA, CITY ATTORNEY

CITY ATTORNEY

APPROVED:

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

**Tenant**

Tenant: City of Santa Fe

By: \_\_\_\_\_

Printed Name: David Coss

Its: Mayor, City of Santa Fe

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

ATTEST:

\_\_\_\_\_

YOLANDA Y. VIGIL, CITY CLERK

**Exhibit A**  
**Description of Premises**

The Premises shall consist of approximately 1.393 acres of land and the existing water tank as illustrated in the attached:

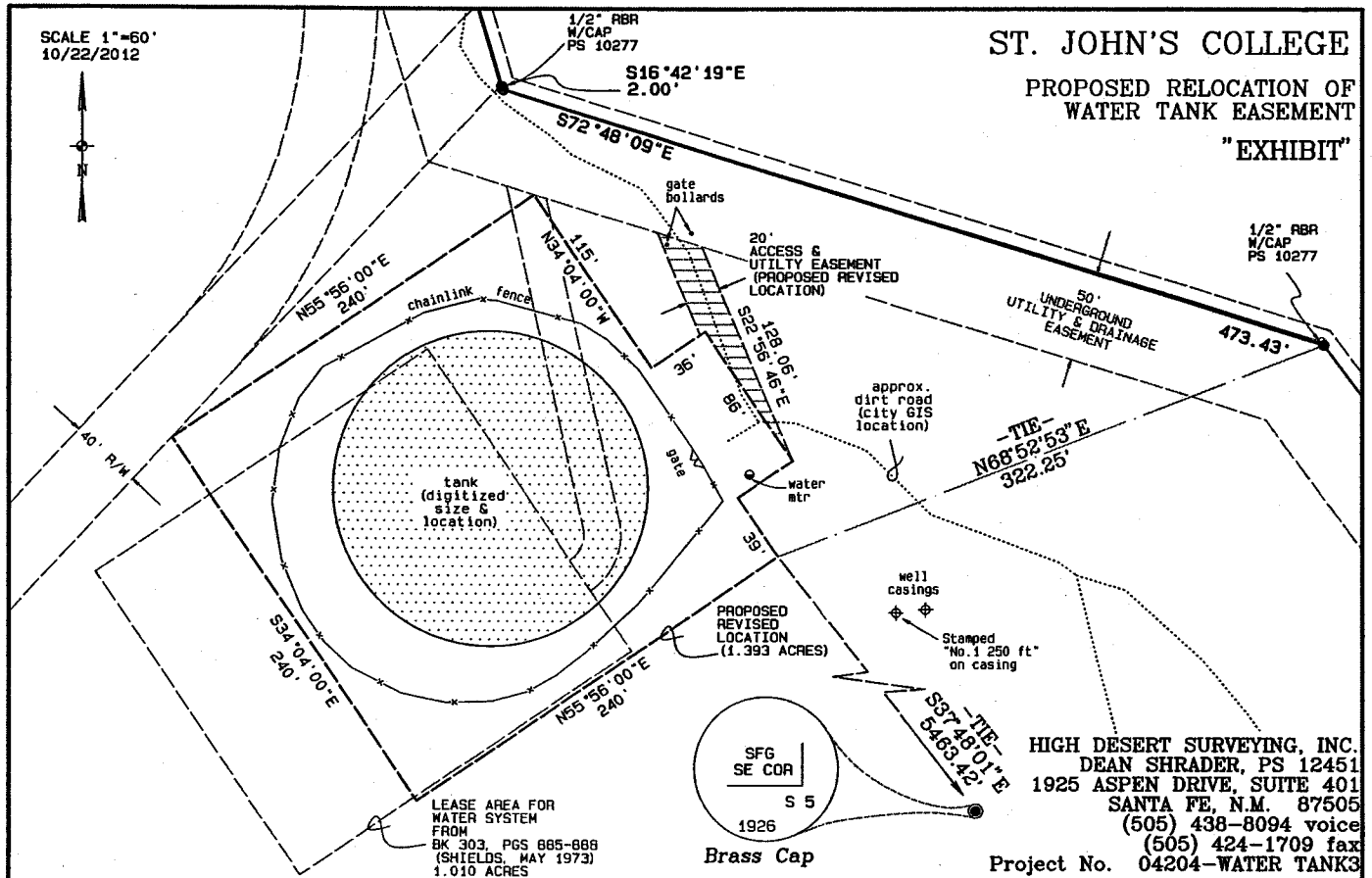
SCALE 1"=60'  
10/22/2012



# ST. JOHN'S COLLEGE

## PROPOSED RELOCATION OF WATER TANK EASEMENT

"EXHIBIT"




HIGH DESERT SURVEYING, INC.  
DEAN SHRADER, PS 12451  
1925 ASPEN DRIVE, SUITE 401  
SANTA FE, N.M. 87505  
(505) 438-8094 voice  
(505) 424-1709 fax

Project No. 04204-WATER TANK3

# City of Santa Fe, New Mexico

# memo

DATE: December 10, 2012  
TO: City Council  
FROM: Mayor David Coss   
RE: Appointments - Amended

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I would like to make the following appointments:

**Sustainable Santa Fe Commission**

Bianca Sopoci-Belknap – Reappointment – term ending 5/2015  
Glenn Schiffbauer – to fill unexpired term ending 5/2013 (Resume attached)

**Charter Review Commission**

Daniel Werwath (Resume attached)

*Exhibit "5"*

## **GLENN SCHIFFBAUER**

519 Vera Drive, Santa Fe, NM 87501

(505) 501-0222; [glennschiffbauer@q.com](mailto:glennschiffbauer@q.com)

Creative Business Development, Accomplished Project Manager, Expert Multi-Tasker

### **ACHIEVEMENTS**

- Led all activities for development of multi-million dollar residential compound; became expert in, and implemented green building technologies and methods for environmentalist's estate
- Created first cause-related product line —Green Tea Sun Screen—to be sold on QVC
- Managed world-renowned 4-Star resort with \$6MM annual budget and 140 employees
- Acted as liaison for various film production companies and the State of New Mexico
- Wrote business plan that secured first City of Santa Fe small business loan

### **WORK HISTORY**

**Executive Director, New Mexico Green Chamber of Commerce, Santa Fe Chapter,**  
October- present

**Schiffbauer Management, Santa Fe, NM 2007-2012**

#### **Projects of Interest**

**New Mexico Liaison, Voltage Pictures, Sundance, Utah**

- Secured post-production editing facilities in Santa Fe for Robert Redford film project
- Provided oversight of post-production and editing operation in Santa Fe

**Owner Representative, Robert Redford, The Sundance Group, Santa Fe, NM**

- Responsible for oversight development and construction of Redford estate
- Liaised with Chief Financial Office of The Sundance Group on all budgetary matters
- Contracted with architects, builders and subcontractors

**Associate Producer, Ancestor, The Movie, Wes Studi/Chris Eyre project, Santa Fe, NM**

- Identified and utilized New Mexico film resources for movie production
- Pursued funding for film from New Mexico and Oklahoma tribes

**New Mexico Liaison, Sundance Film Institute, Santa Fe, NM**

- Coordinated feasibility study for film institute in Santa Fe area
- Researched potential sites for institute location
- Arranged and participated in Sundance Filmmaker's Lab with New Mexico Film Commissioner

**Business Developer/Mortgage Broker, Delta Mortgage, Santa Fe, NM 2005-2007**

- Developed commercial lending arm for existing residential mortgage company.
- Established relationships with commercial lenders.
- Marketed to potential commercial clientele throughout New Mexico.

**Vice-President Business Develop & Sales, Crossroads Planning, Santa Fe, NM 2000-2006**

- Provided strategic planning and qualitative and quantitative market research.
- Initiated marketing campaigns utilizing broadcast and print media.
- Served high-end residential communities, legal, economic development, and credit union clients.
- Event planning and management
- Public relations and public affairs

**Additional Work History**

Owner, Green Tea Screen Sunscreen, Santa Fe, NM

Owner, Sombria Body and Bath, Santa Fe, NM

International Journalist Liaison, Abenteuer, Moab, UT/Frankfurt, Germany

General Manager, Rancho Encantado, Santa Fe, NM

Real Estate Broker and salesperson, Unique Properties, Santa Fe, NM

Securities Broker, Blinder Robinson, Albuquerque, NM

**EDUCATION,**

**Masters of Business Administration**, University of New Mexico, Albuquerque, NM

**Bachelor of Arts**, Business Administration and Marketing, University of New Mexico, Albuquerque, NM

**Tribal Member**, Wyandotte Nation of Oklahoma

**Member**, Santa Fe Chamber of Commerce



## **Daniel Werwath**

1726 Agua Fria St. • Santa Fe, NM 87505 • 505-467-8340 • dwerwath@gmail.com

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### **Relevant Experience**

As an independent consultant since 2006 completed market analyses, program assessments, strategic planning and fundraising activities for various nonprofit organizations and municipalities. Currently providing national technical assistance as a contractor for HUD NSP and OneCPD Technical Assistance Programs. This work focuses on program design, implementation and federal compliance for the Neighborhood Stabilization Program, the Community Development Block Grant and HOME Investment Partnership programs and related federal regulations including environmental review, fair housing, federal grant reporting, labor standards, lead-based paint, procurement, and universal administrative requirements.

Prior experience staffing, managing and funding an innovative non-profit housing program in Santa Fe, New Mexico that has enabled over 1500 low-income families to become homeowners. Through various positions, counseled and educated over 300 prospective homebuyers, designed and funded programs to originate deferred payment second mortgages for home purchases, created and managed programs and partnerships with homebuilders and lenders, designed, funded and managed a CDBG-R funded energy efficiency retrofit program, conducted home construction feasibility analyses and negotiated real estate acquisitions and produced over \$2 million in successful grant applications from federal, state, local and private sources.

### **Employment History**

- 2006-Current     *Daniel Werwath Consulting*  
Community Development Consulting Services
- 2003-2010       *The Housing Trust*  
1111 Agua Fria St. Santa Fe, NM 87501 - [www.housingtrustonline.org](http://www.housingtrustonline.org)  
Resource Development Manager (2007-2010)  
Manager Special Projects (2004-2007)  
Housing Counselor (2003-2004)
- 2002-2003       *SWCA Environmental Consultants*, Flagstaff, AZ  
Archaeological Technician and Crew Leader

### **Education**

- 1997-2001       Northern Arizona University, Flagstaff  
Bachelor of Arts, Anthropology, Magna Cum Laude
- 1990-1994       Cape Elizabeth High School, Cape Elizabeth, Maine

### **Recent Activities, Awards and Associations**

- 2003-2005: Representative, New Mexico Coalition to End Homelessness
- 2003-2006: Representative, Santa Fe Affordable Housing Roundtable
- 2006: Award: 40 Most Influential People Under 40, New Mexico Business Weekly
- 2007-2009: Board Member and President, Warehouse 21 Teen Art Center
- 2008: Member, Santa Fe Innovation Park Educational Committee
- 2009-2011: Santa Fe Association of Realtors Affordable Housing Policy Subcommittees
- 2009: Member, City of Santa Fe Economic Development Talent Task Force
- 2009: Board Member, Santa Fe Area Homebuilders Association
- 2009: Advisor, Santa Fe County Sustainable Growth Management Plan
- 2010: Member, Future Economies Subcommittee, Santa Fe Economic Development Department
- 2011: Member, City of Santa Fe, Board of Adjustment, quasi-judicial land use board.

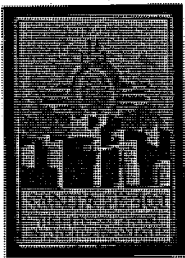
## Daniel Werwath

1726 Agua Fria St. • Santa Fe, NM 87505 • 505-467-8340 • dwerwath@gmail.com

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### Examples of Recent Projects

Year	Project	Description
2012	OneCPD Technical Assistance	As an independent consultant for Enterprise Community Partners, perform various technical assistance and program development activities for the OneCPD integrated practitioner assistance program. OneCPD provides comprehensive technical assistance for HUD's Community Planning and Development Grantees spanning nearly all HUD topic areas. Ongoing.
2012	Housing Needs Assessment and Housing Plan, City of Belen, NM	As an independent contractor for Strategic Housing Partners, work is underway to complete a housing needs assessment and five year housing plan. Ongoing.
2011-2012	Housing Needs Assessment and Five Year Housing Plan, City of Bozeman Montana	As an independent contractor for Werwath Associates, completed various aspects a housing needs assessment including analysis of affordable housing provider capacity and outputs, funding stream utilization, city level policy and drafted five-year strategic housing plan.
2011	Housing Needs. Assessment and Five Year Housing Plan, Las Vegas New Mexico	As an independent contractor for Strategic Housing Partners, completed various aspects of the housing components of the Comprehensive Plan for the Town of Las Vegas, New Mexico.
2011	Housing Needs Assessment and Five Year Housing Plan, Lea County New Mexico	As an independent contractor for Strategic Housing Partners, completed various aspects of the housing components of the Comprehensive Plan for Lea County, New Mexico.
2010	Housing Needs Assessment and Five Year Housing Plan, Town of Taos, New Mexico	As an independent contractor for Strategic Housing Partners, completed various aspects of the housing needs assessment, housing plan and housing components of the Comprehensive Plan for the Town of Taos.
2010-Ongoing	Neighborhood Stabilization Program (NSP) Technical Assistance	As an independent contractor for Enterprise Community Partners, perform NSP technical assistance to grantees through the HUD NSP Help website and On-Call assignments as well as program needs assessments with grantees, subrecipients and developers working under the NSP program. Ongoing



**CITY COUNCIL MEETING OF  
DECEMBER 12, 2012  
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION  
BY MEMBERS OF THE GOVERNING BODY**

Mayor David Coss		
Co-Sponsors	Title	Tentative Committee Schedule
	AN ORDINANCE RELATING TO THE LAND DEVELOPMENT CODE, CHAPTER 14 SFCC 1987 REGARDING TECHNICAL CORRECTIONS AND MINOR CLARIFICATIONS....	Planning Commission – 1/3/13 Public Works – 1/7/13 Finance – 1/22/13 Council (request to publish) – 1/30/13 Council (public hearing) – 2/27/13
	AN ORDINANCE RELATING TO THE VOLUNTARY RIVER CONSERVATION FUND, ARTICLE 25-8 SFCC 1987; AMENDING SECTION 25-8.2 SFCC 1987 TO EXPAND THE USE OF THE DONATED FUNDS TO INCLUDE PROJECTS THAT WILL IMPROVE THE FLOW OF WATER IN THE SANTA FE RIVER IN WAYS THAT ENHANCE THE ECOSYSTEMS OF THE SANTA FE RIVER AND ITS RIPARIAN CORRIDOR.	Public Utilities – 1/2/13 Public Works – 1/7/13 Finance – 1/22/13 Council (request to publish) – 1/30/13 Council (public hearing) – 2/27/13
	AN ORDINANCE RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11 SFCC 1987; APPROVING AND ADOPTING AN AMENDED LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND RODEO PROPERTY, INC. FOR AN INDOOR MULTIPURPOSE FACILITY, A LOCAL ECONOMIC DEVELOPMENT PROJECT.	Council (request to publish) – 12/12/12 Business & Quality of Life – 1/8/13 Finance – 1/8/13 Council (public hearing) – 1/9/13
	A RESOLUTION REPEALING RESOLUTION NO. 2012-1 RELATING TO THE OPEN MEETINGS ACT; ADOPTING THE STATE OF NEW MEXICO OPEN MEETINGS ACT BY REFERENCE; AND ADOPTING NOTICE REQUIREMENTS.	Council – 1/9/13

<b>Councilor Patti Bushee</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
	A RESOLUTION DIRECTING STAFF IS DIRECTED TO WORK WITH THE PUBLIC SERVICE COMPANY OF NEW MEXICO AND THE NEW MEXICO PUBLIC REGULATION COMMISSION TO IMPLEMENT A COMMUNITY SOLAR PROGRAM FOR SANTA FE.	Public Utilities – 1/2/13 Public Works – 1/7/13 Finance – 1/22/13 Council – 1/30/13
<b>Councilor Chris Calvert</b>		
<b>Co-Sponsors</b>	<b>Title</b>	<b>Tentative Committee Schedule</b>
	AN ORDINANCE RELATING TO THE CITY WATER BUDGET ORDINANCE, ARTICLE 25-9 SFCC 1987; AMENDING SECTION 25-9.5 TO DESIGNATE THE 12 MONTH EVALUATION OF THE CITY'S TOTAL WATER SYSTEM SUPPLY AND TOTAL WATER SYSTEM DEMAND BE FROM JANUARY 1 TO DECEMBER 31.	Public Utilities – 1/2/13 Finance – 1/22/13 Council (request to publish) – 1/30/13 Council (public hearing) – 2/27/13
	A RESOLUTION CONFIRMING THE CITY OF SANTA FE'S MEMBERSHIP IN AND SUPPORTING THE EFFORTS OF THE WESTERN ADAPTATION ALLIANCE AND DIRECTING STAFF TO REFORM THE GREEN TEAM TO SEEK HOW TO BOTH REDUCE GREENHOUSE GAS EMISSIONS FROM CITY OPERATIONS AND ENGAGE THE PUBLIC IN ADDRESSING HOW THE EFFECTS OF CLIMATE CHANGE WILL IMPACT CITIZENS.	Public Utilities – 1/2/13 Finance – 1/8/13 Council – 1/30/13
	A RESOLUTION RELATING TO THE NEW MEXICO VETERANS' NATIONAL CEMETERY FUND ESTABLISHED BY SECTION 7-1-6.1 NMSA 1978; DESIGNATING FUNDS RECEIVED FROM THE NEW MEXICO DEPARTMENT OF VETERANS' SERVICES (NMDVS) FOR PROGRAMS FOR LOCAL VETERANS; DIRECTING STAFF TO ESTABLISH A LINE ITEM IN THE BUDGET FOR THE FUNDS RECEIVED; DIRECTING STAFF TO ENTER INTO AN MOU WITH NMDVS TO DESIGNATE A DATE SPECIFIC ON AN ANNUAL BASIS IN WHICH THE NMDVS SHOULD TRANSFER FUNDS COLLECTED TO THE CITY; AND DIRECTING STAFF TO SCHEDULE A SUMMIT WITH THE NMDVS AND OTHER VETERAN SERVICE ENTITIES TO ESTABLISH A PROCESS IN WHICH TO USE THE FUNDS FOR VETERAN PROGRAMS.	Public Works – 1/7/13 Finance – 1/8/13 Council – 1/9/13

<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>
<b>Councilor Wurzbarger</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

RESOLUTION NO. 2013-\_\_

INTRODUCED BY:

Councilor Patti Bushee

A RESOLUTION

**DIRECTING STAFF TO WORK WITH THE PUBLIC SERVICE COMPANY OF NEW MEXICO AND THE NEW MEXICO PUBLIC REGULATION COMMISSION TO IMPLEMENT A COMMUNITY SOLAR PROGRAM FOR SANTA FE.**

**WHEREAS**, Community Solar is defined as a solar-electric system that, through a voluntary program, provides power and/or financial benefit to, or is owned by, multiple community members; and

**WHEREAS**, Community Solar advocates are driven by the recognition that the on-site solar market comprises only one part of the total market for solar energy; and

**WHEREAS**, a 2008 study by the National Renewable Energy Laboratory found that only 22 to 27% of residential rooftop area is suitable for hosting an on-site photovoltaic (PV) system after adjusting for structural, shading, or ownership issues; and

**WHEREAS**, clearly, community options are needed to expand access to solar power for renters, those with shaded roofs, and those who choose not to install a residential system on their home for financial or other reasons; and

*Exhibit "7"*

1       **WHEREAS**, fairness also supports expanding programs in ways that increase options for  
2 participation; and

3       **WHEREAS**, as a group, ratepayers and/ or taxpayers fund solar incentive programs and as a  
4 matter of equity, solar energy programs should be designed in a manner that allows all contributors to  
5 participate; and

6       **WHEREAS**, Community Solar projects are designed to increase access to solar energy and  
7 to reduce up-front costs for participants; and

8       **WHEREAS**, the secondary goals met by many Community Solar projects include:

- 9           • Improved economies of scale
- 10          • Optimal project siting
- 11          • Increased public understanding of solar energy
- 12          • Generation of local jobs
- 13          • Opportunity to test new models of marketing, project financing and service delivery

14       **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
15 **CITY OF SANTA FE** that staff is directed to work with the Public Service Company of New  
16 Mexico and the New Mexico Public Regulation Commission to implement a Community Solar  
17 program for Santa Fe.

18       PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

19  
20 \_\_\_\_\_  
21 DAVID COSS, MAYOR

22 ATTEST:

23  
24 \_\_\_\_\_  
25 YOLANDA Y. VIGIL, CITY CLERK

1 APPROVED AS TO FORM:  
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4 GENO ZAMORA, CITY ATTORNEY  
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25 *M/Melissa/Resolutions 2013/Community Solar*



1 CITY OF SANTA FE, NEW MEXICO

2 RESOLUTION NO. 2013-\_\_

3 INTRODUCED BY:

4 Councilor Chris Calvert

5  
6  
7  
8  
9  
10 A RESOLUTION

11 RELATING TO THE NEW MEXICO VETERANS' NATIONAL CEMETERY FUND  
12 ESTABLISHED BY SECTION 7-1-6.1 NMSA 1978; DESIGNATING FUNDS RECEIVED  
13 FROM THE NEW MEXICO DEPARTMENT OF VETERANS' SERVICES (NMDVS) FOR  
14 PROGRAMS FOR LOCAL VETERANS; DIRECTING STAFF TO ESTABLISH A FUND IN  
15 THE BUDGET FOR THE MONIES RECEIVED FROM NMDVS TO BE DEPOSITED IN;  
16 DIRECTING STAFF TO ENTER INTO AN MOU WITH NMDVS TO DESIGNATE A DATE  
17 SPECIFIC ON AN ANNUAL BASIS IN WHICH THE NMDVS SHOULD TRANSFER  
18 FUNDS COLLECTED TO THE CITY; AND DIRECTING STAFF TO SCHEDULE A  
19 SUMMIT WITH THE NMDVS AND OTHER VETERAN SERVICE ENTITIES TO  
20 ESTABLISH A PROCESS IN WHICH TO USE THE FUNDS FOR VETERAN PROGRAMS.

21  
22 WHEREAS, in the period from 1985 to 1987, the City of Santa Fe and the United States  
23 Department of Veterans Affairs/Santa Fe National Cemetery (the "Cemetery") began the process of  
24 working together to expand the land area that comprised the Cemetery; and

25 WHEREAS, thereafter, the City purchased approximately 40.4 acres of land valued at

1 \$1,070,000 from a landowner adjacent to the Santa Fe National Cemetery for expansion of the  
2 cemetery; and

3 **WHEREAS**, the City deeded the land to the Cemetery at no cost with the understanding that  
4 the money would be paid back to the City without interest; and

5 **WHEREAS**, in 1987, to raise funds to pay the City back, legislation was passed in the New  
6 Mexico State Legislature which would allow for any individual to, if they wish, contribute any  
7 amount of their tax refund to the New Mexico Veterans' National Cemetery Fund simply by checking  
8 a box on the Voluntary Contributions Form, now codified as Section 7-1-6.18 NMSA 1978,  
9 "Distribution veterans' national cemetery fund." In 2011, Section 7-1-6.18 was amended and reads:

10 *Upon a certification by the state board of finance that the city of Santa*  
11 *Fe grants and conveys additional acreage for the Santa Fe national*  
12 *cemetery, a distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be*  
13 *made to the veterans' national cemetery fund of the amounts designated*  
14 *pursuant to Section 7-2-28 NMSA 1978 as contributions to that fund;*  
15 *provided that when the sum of contributions received on or after January*  
16 *1, 1988 equals one million seventy thousand dollars (\$1,070,000), any*  
17 *contributions received in excess of that amount shall be distributed to the*  
18 *substance abuse education fund."*

19 **WHEREAS**, pursuant to Section 7-2-28.1 NMSA 1978, the Department administers the  
20 Fund and money in the Fund at the end of a fiscal year "shall not revert to any other fund;" and

21 **WHEREAS**, pursuant to the state law between 1988 and 2002 the City received \$235,101.25  
22 from NMDVS and on December 12, 2012, the City received a ceremonial check for \$150,000, with  
23 an actual check of \$150,000 to be received by the City prior to December 31, 2012 at which time the  
24 balance owed to the City from NMDVS is \$684,898.75.

25 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**

1 **CITY OF SANTA FE** that the funds received from the NMDVS this time forward in accordance  
2 with the New Mexico Veterans' National Cemetery Fund be designated solely for veteran programs.

3 **BE IT FURTHER RESOLVED** that staff is directed to:

- 4 1. Establish a fund in the budget for the monies received from the NMDVS from this  
5 time forward to be deposited in;
- 6 2. Enter into an MOU with NMDVS to designate a date specific on an annual basis in  
7 which the NMDVS would transfer the balance of funds collected by the State and  
8 deposited into the New Mexico Veterans' Cemetery Fund to the City; and
- 9 3. Schedule a summit with the NMDVS and other veterans' service providers to  
10 establish a process in which to disseminate the funds received from the NMDVS and  
11 deposited by the City for veteran programs.

12 PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

13  
14 \_\_\_\_\_  
15 DAVID COSS, MAYOR

16 ATTEST:

17  
18 \_\_\_\_\_  
19 YOLANDA Y. VIGIL, CITY CLERK

20 APPROVED AS TO FORM:

21  
22 \_\_\_\_\_  
23 GENO ZAMORA, CITY ATTORNEY

24  
25 *M/Melissa/Resolutions 2013/Veterans Service Funds*

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2013-\_\_\_\_**

**INTRODUCED BY:**

Councilor Chris Calvert

**A RESOLUTION**

**CONFIRMING THE CITY OF SANTA FE'S MEMBERSHIP IN AND SUPPORTING  
THE EFFORTS OF THE WESTERN ADAPTATION ALLIANCE AND DIRECTING  
STAFF TO REFORM THE GREEN TEAM TO SEEK HOW TO BOTH REDUCE  
GREENHOUSE GAS EMISSIONS FROM CITY OPERATIONS AND ENGAGE THE  
PUBLIC IN ADDRESSING HOW THE EFFECTS OF CLIMATE CHANGE WILL  
IMPACT CITIZENS.**

**WHEREAS,** Northern New Mexico has experienced significant damage from hazards  
such as wildfire, drought, flooding, high winds, and major storms, resulting in the loss of property  
and life, economic hardship and threats to public health and safety; and

**WHEREAS,** climate extremes and weather-related disasters are creating an increasing  
threat to existing community priorities and affect the City's ability to deliver on its existing  
commitments; and

**WHEREAS,** historic weather data alone is no longer sufficient to plan for a prosperous  
future; instead, in looking to the future, the City should also incorporate projected changes in

1 local climate and associated impacts to its operations; and

2       **WHEREAS**, the governments of Flagstaff, AZ; Salt Lake City, UT; Tucson; AZ; Fort  
3 Collins, CO; Las Vegas, NV; Denver, CO; Boulder County, CO; Park City, UT; Aspen, CO; and  
4 Phoenix, AZ formed the Western Adaptation Alliance after an Academy on Climate Change  
5 Resilience and Adaption in September, 2010; and

6       **WHEREAS**, the Urban Sustainability Directors Network provided funding to the  
7 Partners to enable them to come together and to share and explore planning frameworks, creative  
8 ideas, and knowledge about climate adaptation planning; and

9       **WHEREAS**, the partners have benefitted greatly from these meetings and the associated  
10 dialogue about climate change and planning for the future of a changing climate; and

11       **WHEREAS**, the partners have published the following document: "Report on Climate  
12 Change and Planning Frameworks for the Intermountain West;" and

13       **WHEREAS**, the Partners acknowledge that climate change is already having a  
14 significant impact on western and southwestern states, and that local communities have a critical  
15 role, and indeed an obligation to their citizens, to anticipate, plan, and prepare for impacts  
16 associated with climate change; and

17       **WHEREAS**, the Partners acknowledge that some of the impacts of climate change are  
18 regional in nature and will require regional cooperation and planning to effectively prepare our  
19 local communities for future conditions; and

20       **WHEREAS**, given the success of the Partners to date, they agree that the establishment  
21 of an ongoing Western Adaptation Alliance has been of great value to local communities and to  
22 the region as a whole and enables continued learning, knowledge transfer, and regional  
23 collaboration; and

24       **WHEREAS**, the Western Adaptation Alliance plans to continue to communicate on a  
25 regular basis with telephone meetings and through other methods in order to assist each other, to

share progress, and to discuss climate change-related topics and associated adaptation strategies  
with respect to:

- Economic Health and Resilience
- Climate Change Science
- Municipal Water Supply Planning
- Forest Management
- Emergency Management
- Transportation Planning
- Human Health and Related Services
- Agricultural Impacts and Food Security
- Energy Generation, Supply and Security

And any other area of cooperation that the parties may agree upon; and

**WHEREAS**, the Western Adaptation Alliance wishes to affirm the partnership and the  
desire for future collaboration, knowledge transfer, and dialogue; and

**WHEREAS**, any commitment of financial or human resources is voluntary and not obligatory  
and none of the parties are expected to collaborate on matters where internal prohibitions exist;  
and

**WHEREAS**, the City of Santa Fe adopted the Sustainable Santa Fe Plan (Resolution  
2008-93) which includes “. . .how the City can prepare to be more resilient to respond to the  
impact of global warming on the community”.

**WHEREAS**, the City of Santa Fe has committed to reducing greenhouse gas emissions  
by adopting energy- and water-wise building codes, developing local and renewable energy,  
using reclaimed water, adopting water conservation requirements, water demand management,  
conjunctive use of water, and education and outreach; and

**WHEREAS**, the City of Santa Fe has committed to actions to make the community more

1 resilient by developing a regional food policy council, forest thinning, water for ecosystems  
2 preservation, preservation of green spaces, riparian restoration, storm-flow management, water  
3 supply planning, urban forests, stormwater retention, education and outreach, arroyo stabilization,  
4 aquifer storage/recovery, drought management plans, urban gardening, and emergency response  
5 capacity building; and

6 **WHEREAS**, the City of Santa Fe was accepted as the 11<sup>th</sup> member of the Western  
7 Adaptation Alliance at the 2012 Urban Sustainability Directors Network annual meeting.

8 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
9 **CITY OF SANTA FE** that the Governing Body hereby declares its support for the Western  
10 Adaptation Alliance and the membership of the City of Santa Fe in said Alliance.

11 **BE IT FURTHER RESOLVED** that staff is directed to:

- 12 1. Reform the green team to seek how to both reduce greenhouse gas emissions  
13 from City operations and to determine how to incorporate how climate change  
14 will affect the ability of the city to deliver services in the future.
- 15 2. Engage the public in addressing how the effects of climate change will impact  
16 citizens and develop strategies to reduce anticipated adverse impacts.

17 PASSED, APPROVED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012.

18  
19 \_\_\_\_\_  
20 DAVID COSS, MAYOR

21 ATTEST:

22  
23 \_\_\_\_\_  
24 YOLANDA Y. VIGIL, CITY CLERK  
25

1 APPROVED AS TO FORM:

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4 \_\_\_\_\_  
GENO ZAMORA, CITY ATTORNEY

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25 *M/Melissa/Resolutions 2013/Western Adaptation Alliance*



CITY OF SANTA FE, NEW MEXICO

BILL NO. 2013-\_\_\_\_

INTRODUCED BY:

Councilor Chris Calvert

AN ORDINANCE

RELATING TO THE CITY WATER BUDGET ORDINANCE, ARTICLE 25-9 SFCC  
1987; AMENDING SECTION 25-9.5 TO DESIGNATE THE 12 MONTH EVALUATION  
OF THE CITY'S TOTAL WATER SYSTEM SUPPLY AND TOTAL WATER SYSTEM  
DEMAND BE FROM JANUARY 1 TO DECEMBER 31.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 25-9.5 SFCC 1987 (being Ord. #2009-38, §15) is amended to  
read:

**25-9.5 Annual Water Budget.**

On an annual basis, the water division shall conduct an evaluation of the city's total water  
system supply and total water system demand, effective for the twelve (12) month period from ~~April~~  
~~1 to March 31~~ January 1 to December 31. The water division shall summarize this evaluation in the  
water budget report and present the report to the public utility committee at the regularly scheduled  
April meeting and to the governing body at the regularly scheduled May meeting. The report shall  
include:

1           A.     The city's current total water supplies, under the present water resource  
2 management policies, including:

- 3                   (1)     Water rights available to the city;  
4                   (2)     Long-term sustainable yield from those water rights;  
5                   (3)     Effect that a range of drought conditions would have on that sustainable  
6 yield; and

- 7                   (4)     Wet water available that year;

8           B.     The total water demand including:

- 9                   (1)     Actual demands upon the city's water service itemized into amounts to serve  
10 current customers, city uses, line loss and other actual current demands;

- 11                   (2)     Utility reserve;

- 12                   (3)     Anticipated demands upon the city's water service from future customers  
13 with valid written agreements that will require water service within the twelve (12) month  
14 period;

- 15                   (4)     Special contractual demands (e.g. Las Campanas, county of Santa Fe); and

- 16                   (5)     Non-revenue water demands including total system losses set out by  
17 categories of loss;

18           C.     Water system annual operating plan estimating water production from the city's  
19 various supplies to meet projected annual demand;

20           D.     Water resource annual management plan describing the impacts on the city's water  
21 resources resulting from the annual operating plan, as well as any planned actions to mitigate those  
22 impacts;

23           E.     Twenty (20)-year supply-demand projection, including near- and long-term  
24 anticipated demands upon the city's water service based on current growth projections and anticipated  
25 demands of future customers with valid written agreements;

1 F. The quantity of water, if any, by which the sustainable water supply exceeds  
2 committed demand;

3 G. Status of the city's water conservation credit and water rights transfer programs; and

4 H. Quantification of all water credits held in the city water bank, pursuant to Section 25-  
5 10 SFCC 1987, including water rights belonging to the city resulting from water rights purchases and  
6 leases, water conservation credits pursuant to Section 25-11 SFCC 1987, water held for affordable  
7 housing, and water held to meet the anticipated long-range surface water supply gap resulting from  
8 water right permit offset requirements.

9 APPROVED AS TO FORM:

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11  
12 \_\_\_\_\_  
13 GENO ZAMORA, CITY ATTORNEY  
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M/Melissa/Bills 2013/Water Budget Evaluation

1

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2013 \_\_\_\_

INTRODUCED BY:

Mayor David Coss

AN ORDINANCE

RELATING TO THE LAND DEVELOPMENT CODE, CHAPTER 14 SFCC 1987  
REGARDING TECHNICAL CORRECTIONS AND MINOR CLARIFICATIONS  
AMENDING SUBSECTIONS 14-2.3(C)(5)(a) CORRECT REFERENCE; 14-2.4(C)  
CORRECT REFERENCE; 14-2.8(K) REFERENCE STATUTES; 14-3.1(F)(2)  
APPLICABILITY OF ENN; 14-3.1(H) PUBLIC NOTICE; 14-3.3(A)(1)(a) TEXT  
AMENDMENT; 14-3.6(C)(3) AMENDED SPECIAL USE PERMITS; 14-3.6(E) SPECIAL USE  
PERMITS AND CROSS REFERENCES; 14-3.7(A)(6) CLARIFY COURT-ORDERED LAND  
DIVISIONS; 14-3.7(F)(5)(b) FAMILY TRANSFERS; 14-3.8(B) THREE-UNIT  
DEVELOPMENT PLAN; 14-3.8(C)(1)(g) CORRECT ERROR; 14-3.8(C)(5) NOTICE FOR  
DEVELOPMENT PLANS; 14-3.8(C)(6) CORRECT REFERENCE TO COUNTY CLERK; 14-  
3.12(B)(3) TEMPORARY CERTIFICATES OF OCCUPANCY; 14-3.13(D)(3)(c) REFERENCE  
TO STATE MEDICAL INVESTIGATOR; 14-3.16(D) CORRECT REFERENCE; 14-  
3.19(B)(6) CONTINUING ACTIVITY FOR MASTER AND DEVELOPMENT PLANS; 14-  
3.19(C)(2) TIME EXTENSIONS; 14-4.3(G) CORRECT OBSOLETE TEXT; 14-6.1(C) TABLE  
14-6.1-1 VARIOUS MINOR AMENDMENTS AND CORRECTIONS TO TABLE OF

1 PERMITTED USES; 14-6.2(C)(1)(b) CLARIFY ADOPTION DATE; 14-6.3(B)(2)(a)  
2 CORRECT REFERENCE; 14-6.3(B)(2)(c) CLARIFY COMMERCIAL PARKING; 14-  
3 6.3(D)(2)(c) CLARIFY HOME OCCUPATION RESIDENCY; 14-6.4(A) TEMPORARY  
4 STRUCTURES; 14-6.4(C) TEMPORARY STRUCTURES; 14-7.1(B) CLARIFY LOT  
5 COVERAGE; 14-7.2(A) TABLE 14-7.2-1 VARIOUS MINOR AMENDMENTS AND  
6 CORRECTIONS TO RESIDENTIAL DIMENSIONAL STANDARDS; 14-7.2(F) CLARIFY  
7 SPECIAL USE PERMIT IN R12 – R-29; 14-7.3(A) TABLE 14-7.3-1 MAXIMUM DENSITY  
8 C-1 AND C-4 DISTRICTS; 14-7.4(B)(2) CLARIFY REDEVELOPMENT SUBDISTRICT; 14-  
9 8.2(C)(2) TERRAIN MANAGEMENT SUBMITTALS; 14-8.2(D)(1)(a) CLARIFY CUT  
10 SLOPES; 14-8.3(A)(1) DATE OF FLOOD MAPS; 14-8.4(B)(1) LANDSCAPE STANDARDS;  
11 14-8.4(G)(3) STREET TREES IN PARKWAY; 14-8.5(B)(2)(a) CLARIFY FENCE HEIGHTS;  
12 14-8.6(B)(4)(c) JOINT PARKING IN BIP DISTRICT; 14-8.10(D)(5) CORRECT  
13 REFERENCE; 14-8.10(G)(8)(d) CORRECT REFERENCE; 14-8.14(E)(3) CORRECT  
14 ERRORS; 14-8.14(E)(5) CLARIFY IMPACT FEES ; 14-9.2(C)(8) SUBCOLLECTOR  
15 PRIVATE STREETS; 14-9.2(E) SIDEWALK REPLACEMENT STANDARDS; 14-9.2(K)  
16 STREET IMPROVEMENT STANDARDS; 14-9.5(A) DEDICATIONS TO HOMEOWNER'S  
17 ASSOCIATIONS; 14-9.5(D) EXTENSION OF INFRASTRUCTURE WARRANTY; 14-10.1(C)  
18 NONCONFORMING TELECOMMUNICATION FACILITIES; 14-10.4(A) CLARIFY  
19 NONCONFORMING LOT USES; 14-11.5 CORRECT REFERENCE; ARTICLE 14-12  
20 VARIOUS DEFINITIONS AMENDED AND INSERTED; APPENDIX EXHIBIT B PARKING  
21 SPACE STANDARDS RESTORED; AND MAKING SUCH OTHER STYLISTIC OR  
22 GRAMMATICAL CHANGES THAT ARE NECESSARY.

23  
24 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

25 Section 1. Subsection 14-2.3(C)(5)(a) SFCC 1987 (being Ord. No. 2011-37 § 2) is

1 amended to read:

- 2 (a) The planning commission shall review and grant or deny requests for  
3 variances from Section 14-5.6 (Escarpment Overlay District);  
4 Section 14-8.2 (Terrain and Stormwater Management); Section 14-  
5 8.3 ([~~Stormwater Management~~] Flood Regulations); Section 14-8.11  
6 (Santa Fe Homes Program); and Section 14-9 (Infrastructure Design,  
7 Improvement and Dedication Standards). When deciding variances,  
8 the planning commission shall comply with Section 14-3.16.

9 Section 2. Subsection 14-2.4(C) SFCC 1987 (being Ord. No. 2011-37 § 2) is

10 amended to read:

11 (C) Powers and Duties

12 The BOA has the review and decision-making responsibilities set forth in Table 14-  
13 2.1-1 to be carried out in accordance with the provisions of Chapter 14 and has the  
14 following additional responsibilities:

- 15 (1) to hear appeals of *final actions* of the *land use director* applying the  
16 provisions of Chapter 14, unless jurisdiction for such appeals is otherwise  
17 specifically reserved to another *land use board*;
- 18 (2) to hear and decide *applications* for special use *permits* as provided in  
19 Sections 14-3.6 and 14-6 (Permitted Uses and Use Regulations), unless  
20 jurisdiction for such special use *permits* is specifically reserved to another  
21 *land use board*; and
- 22 (3) to authorize in specific cases a variance from the terms of Chapter 14 [~~that is~~  
23 ~~not contrary to the public interest and where, owing to special conditions, a~~  
24 ~~literal enforcement of the provisions of Chapter 14 would result in~~  
25 ~~unnecessary hardship~~] as provided in Section 14-3.16.

1           Section 3.       Subsection 14-2.8(K) SFCC 1987 (being Ord. No. 2011-37 § 2) is  
2 amended to read:

3           (K)     Removal of Members

4                   A member of the planning commission may be removed for cause as provided in  
5                   Section 3-19-2 NMSA 1978. A member of any other *land use board* may be removed  
6                   by the appointing authority with or without cause.

7           Section 4.       Subsection 14-3.1(F)(2) SFCC 1987 (being Ord. No. 2011-37, §3) is  
8 amended to read:

9           (2)     Applicability to Projects Reviewed by [~~Land Use Boards~~] the board of  
10                   adjustment, planning commission or the governing body.

11           (a)     ENN is required for the following types of projects, if a public  
12                   hearing before [~~a land use board~~] the board of adjustment, planning  
13                   commission or the *governing body* is required by other provisions of  
14                   Chapter 14:

15                   (i)     annexations;

16                   (ii)    master plans;

17                   (iii)   rezonings;

18                   (iv)   *development* plans, except final *development* plans for which  
19                   ENN procedures were followed at the preliminary  
20                   *development* plan review stage;

21                   (v)     subdivision *plats*, except final subdivision *plats* for which  
22                   ENN procedures were followed at the preliminary *plat*  
23                   review stage;

24                   (vi)    vacation and dedication of *rights of way*;

25                   (vii)   variances, except those requesting construction or



1 modification of an individual *single-family dwelling* and  
2 appurtenant *accessory structures* or those requesting a  
3 reduction in the total parking requirements of five or fewer  
4 spaces and those requesting variances to Section 14-8.10  
5 (Signs);

6 (viii) special use *permits*, except those for *mobile homes*;

7 (ix) *telecommunications facilities* as set forth in Section 14-  
8 6.2(E);

9 (x) *electric facilities* as set forth in Section 14-6.2(F);

10 (xi) amendment to any of the preceding; and

11 (xii) amendments to the future land use map of the *general plan*.

12 (b) ENN is not required in the following specific circumstances:

13 (i) projects or amendments to project approvals that do not  
14 require public hearings [~~as described in Subsection 14-~~  
15 ~~3.1(F)(2)(a)] before the board of adjustment, planning  
16 commission or the governing body;~~

17 (ii) time extensions that do not otherwise modify a project  
18 approval.

19 **Section 5. Subection 14-3.1(H) SFCC 1987 (being Ord. No. 2011-37, §3, as**  
20 **amended) is amended to read:**

21 **(H) Notice Requirements**

22 The notices required by this section shall indicate the nature of the change proposed;  
23 the *property* affected; the time, date and place of the hearing or meeting; and the  
24 deadline for receiving written comments regarding the request, if applicable. The  
25 notice shall be approved by the *land use director*. Neighborhood associations that



1 wish to receive notifications of hearings and meetings and copies of agendas,  
2 including email notifications, must register with the *land use director*.

3 (1) Notice of Public Hearing Before Land Use Boards and ENN Meetings.

4 (a) General Notice Requirements

5 ~~[This section applies for all *applications* and ENN meetings, except~~  
6 ~~those initiated by the *city* described in Subsection 14-3.1(H)(1)(e),~~  
7 ~~Archaeological Clearance Permits for which notice shall be provided~~  
8 ~~in accordance with Section 14-3.13(C)(3), projects heard before the~~  
9 ~~historic districts review board, for which mailed notification in~~  
10 ~~accordance with Subsection 14-3.1(H)(1)(d) is not required, and~~  
11 ~~appeals described in Subsection 14-3.1(H)(4).]~~ The notice  
12 requirements in Subsections 14-3.1(H)(1)(b), (c) and (d) below apply  
13 to public hearings required for all *applications* and ENN meetings,  
14 except that:

- 15 (i) Public hearings concerning development review actions  
16 initiated by the *city* require notification as described in  
17 Subsection 14-3.1(H)(1)(e);
- 18 (ii) Public hearings concerning Archaeological Clearance  
19 Permits require notification in accordance with Section 14-  
20 3.13(C)(3);
- 21 (iii) Public hearings concerning projects heard before the historic  
22 districts review board shall meet the agenda and posting  
23 requirements in Subsections 14-3.1(H)(1)(b) and (c) below,  
24 but mailed notification in accordance with Subsection 14-  
25 3.1(H)(1)(d) is not required; and

1                   (iv)   Public hearings concerning appeals must provide notice as  
2                                   described in Subsection 14-3.1(H)(4).

3                   (b)   Agenda Requirements.

4                               For all public hearings required before any *land use board*, the *land*  
5                               *use director* shall place the tentative meeting agenda in a local daily  
6                               newspaper of general circulation at least fifteen calendar days prior  
7                               to the scheduled meeting. In addition, the *land use director* shall  
8                               post the tentative meeting agenda in City Hall and send a copy to  
9                               neighborhood associations that are registered with the *land use*  
10                              *director*, at least fifteen days prior to the scheduled meeting.

11                   (c)   Posting Requirements

12                           (i)   For all ENN meetings and public hearings required before a  
13                                   *land use board*, except appeals, the *property* shall be posted  
14                                   by the *applicant* with posters obtained from the *land use*  
15                                   *director* at the *applicant's* expense. At least one poster shall  
16                                   be prominently displayed, visible from each public and  
17                                   private *street* and road abutting the *property*, and securely  
18                                   placed on the *property* at least fifteen calendar days prior to  
19                                   the scheduled meeting. Placement of the posters shall be in  
20                                   such a manner as to not compromise public safety.

21                           (ii)   The posters shall be removed within thirty days after *final*  
22                                   *action*, and failure to do so may result in the *city* removing  
23                                   the poster and charging the *applicant* a civil fee of fifty  
24                                   dollars (\$50.00).

25                   (d)   Mailing and Emailing Requirements

1 Notice of a public hearing or ENN meeting shall be mailed via the  
2 United States postal service by the *applicant* at least fifteen calendar  
3 days prior the public hearing or meeting as follows:

- 4 (i) notices shall be mailed by first class mail [~~with certificate of~~  
5 ~~mailing,~~] to the *owners* of *properties* within three hundred  
6 (300) feet of the subject *property* [~~exclusive of rights of~~  
7 ~~way,~~] as shown in the records of the *county* treasurer, and  
8 [~~by first class mail~~] to the physical addresses of such  
9 *properties* where [~~such~~] the property's address is different  
10 than the address of the *owner*;
- 11 (ii) notices shall also be mailed by first class mail [~~with~~  
12 ~~certificate of mailing,~~] to neighborhood associations that  
13 have registered with the *land use director* and that will be  
14 directly affected by the proposed action or that have a  
15 boundary within three hundred (300) feet of the subject  
16 *property* [~~exclusive of public rights of way~~]. Email notices  
17 to the neighborhood associations shall be provided on the  
18 same day the *applicant* sends postal notices;
- 19 (iii) for zone changes of one block or less, notices to *property*  
20 *owners* for public hearings before the governing body or the  
21 planning commission shall be by certified mail with return  
22 receipt requested as required by Section 3-21-6 NMSA  
23 1978;
- 24 (iv) in the case of an *application* for a *telecommunications*  
25 *facility*, all *property owners* within the corresponding

1 setback distances listed in Section 14-6.2(E) shall also  
2 receive notices;

3 (v) if a notice by certified mail of a zoning change is returned  
4 undelivered, the *city* shall attempt to discover the *owner's*  
5 most recent address and shall send the notice by certified  
6 mail to that address as required by Section 3-21-6 NMSA  
7 1978;

8 (vi) copies of all required mailing lists, mailing certificates and  
9 return receipts shall be provided to the *land use director*  
10 prior to the public hearing or ENN meeting with an affidavit  
11 of mailing signed by the person who mailed the notices.

12 (e) Notice Requirements for *City-Initiated Development* Review Actions

13 (i) Agenda Requirement

14 Agendas must be posted and published as provided in  
15 Subsection 14-3.1(H)(1)(b) and (c).

16 (ii) Posting Requirement

17 ~~[The]~~ For a project that affects one lot or other clearly-  
18 delineated premises, posting must occur as provided in  
19 Subsection 14-3.1(H)(1)(c). For a project that affects a  
20 larger project area, the city shall securely place in the public  
21 *right of way* one poster at each major intersection within or  
22 near the plan or project area. There shall also be at least one  
23 poster for every three hundred (300) acres. Where the *city* is  
24 the *applicant* and the plan or project area is less than one city  
25 block, one poster shall be placed within the public *right of*

1 way at the nearest intersection to the subject *property*. All  
2 posters shall be placed at the appropriate sites at least fifteen  
3 calendar days prior to the scheduled public hearing or  
4 meeting and shall indicate the nature of the change proposed;  
5 identification of the plan or project area; and the time, date  
6 and place of the public hearing or ENN meeting.

7 (iii) Mailing Requirements

8 Mailed notice shall be provided as required in Subsection  
9 14-3.1(H)(1)(d).

10 (iv) Publishing Requirements

11 At least fifteen days before the public hearing, the *city* must  
12 publish a display advertisement in a local daily newspaper of  
13 general circulation stating the date, time and place of the  
14 public hearing, describing the nature of the change.

15 (2) Notice of Public Hearing Before Governing Body

16 Notice shall be provided as required in Subsection 14-3.1(H)(1)(a) or (e), as  
17 applicable. In addition, the *applicant* shall publish one notice in a local daily  
18 newspaper of general circulation at least fifteen calendar days prior to the  
19 public hearing.

20 (3) Postponed or Recessed and Reconvened Public Hearings and Meetings

21 If a public hearing or ENN meeting is postponed prior to the scheduled  
22 meeting ~~[to a specific date]~~, re-notification is not necessary if notice of the  
23 new date, time and location of the meeting is clearly posted ~~[on or near the~~  
24 ~~door of the]~~ at the time and place where the original public hearing or  
25 meeting was to be held ~~[and in at least one other location appropriate to~~

1 ~~provide public notice of the continuation of the meeting~~. A public hearing  
2 or meeting may be recessed and reconvened [~~to a day subsequent to that~~  
3 ~~stated in the meeting notice~~] without re-noticing if[, ~~prior to recessing,~~] the  
4 date, time and place for [~~continuation of~~] the meeting is specified  
5 immediately prior to recessing [~~and, immediately following the recessed~~  
6 ~~meeting, notice of the date, time and place for the reconvened meeting is~~  
7 ~~posted at the meeting location~~].

8 (4) Appeal Hearing Notice Requirements

9 The following shall apply to all public hearings on appeals to *land use*  
10 *boards* or to the *governing body*.

11 (a) Agenda Requirements

12 The *land use director* shall place the appeal on the agenda of the  
13 body hearing the appeal and shall publish and post the agenda in  
14 accordance with the established procedures for that body.

15 (b) Notice Requirements

16 The *appellant* shall give written notice of the appeal as follows:

17 (i) Form of Notice

18 The notice shall be in a form approved by the *land use*  
19 *director* as being adequate to ensure that the average citizen  
20 reading the notice will be fairly informed of the general  
21 purpose of what is to be considered;

22 (ii) Procedure for Giving Notice

23 The *appellant* shall give notice of the time, date and place of  
24 the public hearing by first class mail [~~with certificate of~~  
25 ~~mailing,~~] postmarked at least fifteen days prior to the public



1 hearing. The notice shall be approved by the *land use*  
2 *director* prior to mailing, and an affidavit of mailing shall be  
3 provided by the *appellant*.

4 (iii) Notice Recipients

5 The following shall receive notice: 1) all *appellants*  
6 and appellees; and 2) all *persons* or neighborhood  
7 associations that were required to be mailed notice for the  
8 *application* giving rise to the *final action* being appealed.

9 (c) Failure to Provide Notice

10 If the *appellant* fails to provide proof of proper notice in a form  
11 approved by the *land use director* prior to the public hearing on an  
12 appeal, the appeal shall be deemed withdrawn and may not be  
13 refiled. The *land use director* may waive this requirement if the  
14 *appellant* shows good cause. The *land use director's* decision is not  
15 appealable.

16 **Section 6. Subsection 14-3.3(A)(1)(a) SFCC 1987 (being Ord. No. 2011-37, §3) is**  
17 **amended to read:**

18 (a) A text amendment may be proposed by:

19 (i) the governing body;

20 (ii) the planning commission; or

21 (iii) a department or agency of the *city* ~~[ *or* ]~~ .

22 ~~[(iv) any other *person*, who must submit a request for a text~~  
23 ~~amendment in writing to the governing body]~~

24 **Section 7. Subsection 14-3.6(C)(3) SFCC 1987 (being Ord. No. 2011-37, §3) is**  
25 **amended to read:**

1 (3) Approval Limited

2 A special use *permit* is granted for a specific use and *intensity*. [ ~~Any change~~  
3 ~~of use or more intense use shall comply with Chapter 14 and, if appropriate,~~  
4 ~~shall required a new or amended special use permit.~~ ] A special use permit is  
5 required for any change of use to a new or different use category that  
6 requires a special use permit as designated in Table 14-6.1-1. A special use  
7 permit is required for any significant expansion or intensification or a special  
8 use.

9 Section 8. Subsection 14-3.6(E) SFCC 1987 (being Ord. No. 2011-37, §3) is  
10 amended to read:

11 (E) Expiration of Special Use Permits

12 (1) [ ~~If the special exception use has not been exercised within three years from~~  
13 ~~the date of the approval of the special exception, the approval shall expire~~  
14 ~~and any subsequent use of the land shall conform to the provisions specified~~  
15 ~~in Chapter 14. Approval of the special use permit may be extended as~~  
16 ~~provided in Section 14-3.19.] A special use permit that has not been~~

17 exercised within three years from the date of the approval expires as  
18 provided in Subsection 14-3.19(B)(5). Approval of the special use permit  
19 may be extended as provided in Section 14-3.19(C).

20 (2) [ ~~If the use approved by the special use permit ceases for any reason for a~~  
21 ~~period of more than one hundred eighty days, the special use permit shall~~  
22 ~~expire.] If the use approved by the special use permit ceases for any reason~~

23 for a period of more than three hundred sixty-five days, the special use  
24 permit shall expire except as provided for government uses in Subsection 14-  
25 10.2(C)(2).

1           Section 9.       Subsection 14-3.7(A)(6) SFCC 1987 (being Ord. No. 2011-37, §3) is  
2 amended to read:

3                   (6)       Subdivisions by Court Order

4                           ~~[A subdivision directed by court order shall also be subject to approval in~~  
5 ~~accordance with the procedures and standards required in Chapter 14.~~  
6 ~~Inheritance subdivisions are subject to the provisions of Subsection 14-3.7(F)~~  
7 ~~(Inheritance and Family Transfer Subdivisions).]~~

8                   (a)       Court proceedings must not be used to circumvent the provisions of  
9                           Chapter 14 relating to the subdivision or resubdivision of property or  
10                           to create or increase a nonconformity.

11                   (b)       A legal lot of record that is properly partitioned, partially condemned  
12                           or otherwise divided or altered by court order as provided in Chapter  
13                           42 NMSA 1978 continues to be a legal lot of record.

14                   (c)       Development of property that is divided or altered by court order  
15                           remains subject to the standards and requirements of Chapter 14.

16           Section 10.     Section 14-3.7(F)(5)(b) SFCC 1987 (being Ord. No. 2012-37, §3) is  
17 amended to read:

18                   (b)       Every final *plat* for an inheritance or *family* transfer subdivision shall  
19                           contain the following legend prominently portrayed:

20                           "NOTICE: This subdivision has been approved pursuant to the  
21                           inheritance and *family* transfer provisions of the Santa Fe City Code.  
22                           Procedures for inheritance and family transfer subdivision  
23                           improvements are significantly different than for other types of  
24                           subdivisions. No sale or lease of any *lot* designated on this  
25                           subdivision *plat* shall occur within three years of the date this

1 transfer is legally made. Any person intending to purchase a *lot*  
2 within this subdivision should contact the *city* of Santa Fe *land use*  
3 *director*. Requests for construction *permits* on illegally sold *lots*  
4 shall be denied."

5 **Section 11. Subsection 14-3.8(B) SFCC 1987 (being Ord. No. 2011-37, §3) is**  
6 **amended to read:**

7 **(B) Applicability**

- 8 (1) Early neighborhood notification and notice and conduct of public hearings  
9 are required pursuant to the general provisions of Sections 14-3.1(F), (H) and  
10 (I).
- 11 (2) A *development* plan is required in conjunction with rezoning *applications* in  
12 certain districts as provided in Chapter 14, Articles 4 (Zoning) and 5  
13 (Overlay Zoning Districts).
- 14 (3) Notwithstanding any code provisions to the contrary, approval of a  
15 *development* plan by the planning commission is required prior to new  
16 *development* that meets any of the following criteria:
- 17 (a) *gross floor area* of thirty thousand square feet or more and is located  
18 within any zoning district of the *city*;
- 19 (b) *gross floor area* of ten thousand square feet or more in a *residential*  
20 district or in the C-1, C-2, C-4, BCD, HZ, I-1, I2, BIP, PRRC, RS,  
21 SC or MU district and is within two hundred (200) feet, excluding  
22 public *rights of way*, of RR, R-1 through R-6, R-7, R-7-I, R-8, R-9,  
23 RC-5, RC-8, R10, R-12 R-21, R-29, RAC, AC, PRC and MH  
24 districts;
- 25 (c) flea market with fifteen or more vendors; or

1 (d) outdoor *commercial recreational uses* in any zone where the total  
2 area devoted to recreation and related pedestrian circulation and  
3 amenities, excluding parking and vehicular circulation areas, exceeds  
4 fifteen thousand (15,000) square feet in any zone; provided that this  
5 provision does not apply to temporary carnivals, circuses and similar  
6 short-term entertainment uses required to obtain a *permit* from the  
7 *city*.

8 ([3]4) The *development* plans described in Subsections (B)(2) and (3) shall be  
9 reviewed by the planning commission.

10 ([4]5) This section applies where the cumulative square footage of multiple *permits*  
11 meets or exceeds the criteria in Subsections (B)(2) or (3) or a combination of  
12 those subsections when the *permits* are for coordinated *development* of a  
13 project comprising multiple *buildings* or outdoor uses, including phased  
14 projects and projects involving *development* of adjoining commonly owned  
15 *parcels*.

16 ([5]6) This section does not apply to the construction of *single-family dwellings*,  
17 each of which has a *gross floor area* of ten thousand (10,000) square feet or  
18 less, including *accessory buildings*, on *lots* created prior to the effective date  
19 of Ordinance No. 1999-13 or on *lots* within a subdivision that was subject to  
20 early neighborhood notification procedures. This section does apply to  
21 construction of any *single-family dwelling* that has a *gross floor area* greater  
22 than ten thousand (10,000) square feet, including *accessory buildings*.

23 ([6]7) No additional *development* plan review is required if the new or changed use  
24 or *development* described in Subsections (B)(2) and (3) was part of a  
25 *development* plan approved as part of a rezoning or other action before the



governing body or a *land use board*, and for which the early neighborhood notification process set forth in Section 14-3.1(F) was required.

- (8) Approval of a *development plan* by the *land use director* is required for multiple-family development comprising three or more dwelling units with a gross floor area less than ten thousand (10,000) square feet.

**Section 12.** Subsection 14-3.8(C)(1)(g) SFCC 1987 (being Ord. No. 2011-37, §3) is amended to read:

- (g) [ø] for residential development, a proposal for provision of affordable housing as required by Section 14-8.11 (Santa Fe Homes Program);

**Section 13.** Subsection 14-3.8(C)(5) SFCC 1987 (being Ord. No. 2011-37, §3) is amended to read:

- (5) Administrative Approval Procedure [~~for Three Unit Multiple Family Developments~~]

Approval of a *development plan* by the *land use director* as provided in Subsection 14-3.8(B)(8), does not require an ENN meeting, public hearing or public notice and is not required to be filed for record with the county clerk.

~~[is required for multiple family development comprising three or more dwelling units with a gross floor area less than ten thousand (10,000) square feet.]~~

**Section 14.** Subsection 14-3.8(C)(6) SFCC 1987 (being Ord. No. 2011-37, §3) is amended to read:

- (6) Recording of Plans; Infrastructure Construction

- (a) The signed original mylars of the *development plan* and associated engineering and improvement drawings shall be filed with the *land*

1                    *use director* and shall be the basis for issuance of construction  
2                    *permits*. The *development* plan shall be filed for record with the  
3                    *county* [~~assessor~~] clerk by the *land use director*.

4                    (b) If dedication of *public rights of way* or easements are required, a  
5                    separate dedication *plat* shall be recorded concurrently with the  
6                    *development* plan.

7                    (c) *Infrastructure* improvements shall comply with Article 14-9  
8                    (Infrastructure Design, Improvement and Dedication Standards).

9                    **Section 15. Subsection 14-3.12(B)(3) SFCC 1987 (being Ord. No. 2011-37, §3) is**  
10                    **amended to read:**

11                    (3) Temporary *certificates of occupancy* for uses that are not intended to be  
12                    temporary shall comply with the following provisions:

13                    (a) the *land use director* shall impose conditions that ensure compliance  
14                    with the provisions of Chapter 14 and other applicable regulations  
15                    that protect the public health, safety and welfare;

16                    (b) the certificate is subject to an enforceable agreement by the permittee  
17                    and landowner that:

18                    (i) does not rely on the actions of a *person* that is not a party to  
19                    the agreement;

20                    (ii) provides a schedule for meeting all provisions of Chapter 14  
21                    within a reasonable time;

22                    (iii) provides a financial guarantee in a form acceptable to the  
23                    *land use director* for completion of all *public* or *quasi-public*  
24                    *improvements* required by Chapter 14; and

25                    (iv) provides for revocation of the certificate by the *land use*



1                    *director* and termination of the approved occupancy by the  
2                    permittee if the terms of the agreement are not complied  
3                    with; and

- 4                    (c)     the temporary certificate of occupancy shall not be approved for an  
5                    initial period of longer than six months. The *land use director* may  
6                    approve extensions not to exceed an additional six months.

7                    **Section 16.     Subsection 14-3.13(D)(3)(c) SFCC 1987 (being Ord. No. 2011-37, §3) is**  
8 **amended to read:**

- 9                    (c)     If human remains are discovered, *city* officials must be contacted. If  
10                    remains are determined to be deposited less than seventy-five years  
11                    ago, determination of jurisdiction will be made by the [county  
12                    coroner] New Mexico Office of the Medical Investigator. If the  
13                    remains are determined to be prehistoric or isolated burials of early  
14                    historical age, consultation with the Archaeological Review  
15                    Committee shall be undertaken to identify an appropriate treatment  
16                    plan. This treatment plan shall indicate consideration of local Native  
17                    American or other religious concerns, if applicable. If the remains  
18                    represent an unplatted cemetery, they may not be disturbed less a  
19                    district court order is granted authorizing their removal in  
20                    conformance with Section 30-12-12 NMSA 1978 as amended.

21                    **Section 17.     Subsection 14-3.16(D) SFCC 1987 (being Ord. No. 2011-37, §3) is**  
22 **amended to read:**

23                    **(D)     Expiration of Variances**

24                    ~~[If the variance has not been exercised within twenty-four months from the date of~~  
25                    ~~the approval of the variance, the approval expires and any subsequent use of the land~~

1 shall conform to the provisions specified in Chapter 14.] Approval of a variance  
2 expires if it is not exercised, as provided in Subsection 14-3.19(B)(5).

3 Section 18. Subsection 14-3.19(B)(6) SFCC 1987 (being Ord. No. 2011-37, §3) is  
4 amended to read:

5 (6) Continuing Development Activity Required

6 [~~Approvals of *development* other than subdivisions shall expire if no~~  
7 ~~substantive *development* progress occurs for a period of three years at any~~  
8 ~~time after *final action* approving the *development*. Substantive *development*~~  
9 ~~progress includes obtaining subsequent *development* approvals such as a final~~  
10 ~~*development* plan subsequent to a preliminary *development* plan approval and~~  
11 ~~actual *development* of the site or off-site improvements.]~~

12 Approvals for the uncompleted portions of *development* other than recorded  
13 subdivisions expire if, at any time prior to completion of all phases of the  
14 approved development, no substantive *development* progress occurs:

- 15 (a) for an approved master plan, during any interval of five years; or  
16 (b) for a development plan or other development approval as specified in  
17 Subsection 14-3.19(B)(5), during any interval of three years.  
18 (c) Substantive *development* progress means actual *development* of the  
19 site or related off-site infrastructure, filing for record of a  
20 development plan or subdivision plat for a phase of the approved  
21 *development*, or obtaining subsequent *development* approvals from a  
22 land use board, such as a final *development* plan approval subsequent  
23 to a preliminary *development* plan approval.

24 Section 19. Section 14-3.19(C)(2) SFCC 1987 (being Ord. No. 2011-37, §3) is  
25 amended to read:

1 (2) Administrative Extensions

2 (a) The *land use director* may approve two consecutive extensions to the  
3 time limits for an approved *development*, each not to exceed one  
4 year. Approval shall be based on review of the findings and  
5 conditions of approval of the original *final action* and a finding by  
6 the *land use director* that no substantive changes have occurred to  
7 the regulations or policies that apply to the *development* or to the  
8 circumstances affecting the site and its vicinity. The administrative  
9 extension shall not approve revisions to the *development* or  
10 amendments to the conditions of approval, and no early  
11 neighborhood notification is required.

12 (b) ~~[All actions taken by the *land use director* under this section are~~  
13 ~~subject to review by the planning commission.]~~ Administrative time  
14 extensions approved by the *land use director*, pursuant to this  
15 subsection 14-3.19(C)(2), for development approvals that were  
16 granted by the planning commission or the governing body, are  
17 subject to review by the planning commission. The *land use director*  
18 shall identify the action taken and place it on a consent agenda for  
19 the planning commission. The *land use director* shall provide the  
20 planning commission with the *applicant's* written *application* and  
21 the *land use director's* written proposal. The planning commission  
22 may accept, reject or modify the proposal.

23 Section 20. Subsection 14-4.3(G) SFCC 1987 (being Ord. No. 2011-37, §4) is  
24 amended to read:

25 (G) I-2 General Industrial District

1 The I-2 district is intended primarily for general manufacturing and closely related  
2 uses. Also allowed in the district are commercial and other uses allowed in some  
3 commercial districts. To avoid burdensome regulations on general manufacturing but  
4 at the same time to provide adequate limitations on the development of industries  
5 incompatible with the city's general industrial characteristics, regulations for this  
6 district are intended to provide protection principally against effects harmful to other  
7 districts. These regulations do not afford the same level of protection for commercial  
8 and other allowed uses not related to general manufacturing as such uses would  
9 receive if located in districts primarily designed for them. [It is the intent that this  
10 district not restrict commercial activity, but that its *development* not be encouraged.]  
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17 [REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]  
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Section 21. Table 14-6.1-1 SFCC 1987 (being Ord. No. 2011-37, §4) is amended to amend the Table of Permitted Uses to create a new footnote for the Table:

CATEGORY Specific Use	RR	R- 1	R- 7	R- 7- I	RC- 5, RC- 8	R- 10	MHP	RAC	AC**	C- 1	C- 2	C- 4	HZ	BCD	I - 1	I - 2	BIP	SC- 1	SC- 2	SC- 3	MU *** —	Use- Specific Regs 14-6.2

\*\*\*See Section 14-7.3(B)(1) for additional MU district regulations including minimum percentage of residential use.

Section 22. Table 14-6.1-1 SFCC 1987 (being Ord. No. 2011-37, §4) is amended to amend the Table of Permitted Uses to create an Emergency Services Category Related to Police and Fire Stations and Substations:

CATEGORY Specific Use	RR	R- 1	R- 7	R- 7- I	RC- 5, RC- 8	R- 10	MHP	RAC	AC**	C-1	C- 2	C- 4	HZ	BCD	I- 1	I- 2	BIP	SC- 1	SC- 2	SC- 3	MU	Use Spec Reg 14-6
PUBLIC, INSTITUTIONAL AND CIVIC																						
Emergency Services																						
Police and fire stations	S	S	S	S	S	S	S	S		P	P	P	P	P	P	P	P	P	P	P	P	
Police substations (6 or fewer staff)	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	

**Section 23.** Table 14-6.1-1 SFCC 1987 (being Ord. No. 2011-37, §4) is amended to amend the Table of Contents as follows:

**the Food and Beverage Category Related for Bar, Cocktail Lounge, Nightclub Use, No Outdoor Entertainment:**

CATEGORY	R- 1	R- 7		R- 5, RC- 8	R- 10		MHP	RAC	AC**	C- 1	C- 2	C- 4	HZ	BCD	I -	I 2	BIP	SC- 1	SC- 2	SC- 3	MU	Use-Specific Regs 14-6.2
Specific Use	RR	R- 6	R- 9	R- 7 -I	RC- 5, RC- 8	R- 10	-	R- 29														
<b>Food and Beverages</b>																						
Bar, cocktail lounge, nightclub, no outdoor entertainment									S <sup>3</sup>	S <sup>3</sup>	P*							P*	P*	P*	P <sup>2</sup>	

**Section 24. Table 14-6.1-1 SFCC 1987 (being Ord. No. 2011-37, §4) is amended to amend the Table of Permitted Uses**

**regarding flea markets:**

CATEGORY	R- 1	R- 7	R- 7	R- 9	RR	R- 6	R- 7	R- 9	R- 10	MHP	RAC	AC**	C- 1	C- 2	C- 4	HZ	BCD	I 1	I 2	BIP	SC- 1	SC- 2	SC- 3		Use-Specific Rgs 14-6.2
Specific Use																									
COMMERCIAL																									
Retail Sales and Services																									
Flea markets														P				P	P						[C(4)] [C(3)]

Section 25. Table 14-6.1-1 SFCC 1987 (being Ord. No. 2011-37, §4) is amended to amend the Table of Permitted Uses

regarding individual storage areas:

CATEGORY Specific Use	RR	R- 1	R- 7	R- 6	R- 9	R- 7- 1	RC- 5, RC- 8	R- 10	R- 29	MHP	RAC	AC**	C- 1	C- 2	C- 4	HZ	BCD	I 1	I 2	BIP	SC- 1	SC- 2	SC- 3	MU	Use- Specific Regs 14-6.2
Storage																									
Individual storage areas within a completely enclosed building															S			P	P	P	P	P	P		(D)(2)

Section 26. Table 14-6.1-1 SFCC 1987 (being Ord. No. 2011-37, §4) is amended to amend the Table of Permitted Uses

regarding vacation time share projects:

CATEGORY Specific Use	RR	R- 1	R- 7	R- 6	R- 9	R- 7- 1	RC- 5, RC- 8	R- 10	R- 29	MHP	RAC	AC**	C- 1	C- 2	C- 4	HZ	BCD	I 1	I 2	BIP	SC- 1	SC- 2	SC- 3	MU	Use- Specific Regs 14-6.2
COMMERCIAL																									
Public Accommodation																									
Vacation time share projects														P				P	P						[C)(8)] (C)(7)

1           **Section 27.     Table 14-6.1-1 SFCC 1987 (being Ord. No. 2011-37, §8) is amended to**  
2 **amend the following footnote in the Table of Permitted Uses:**

3     \*Special use *permit* required if located within 200 feet [~~excluding rights-of-way,~~] of *residentially-*  
4 *zoned property*; otherwise permitted.

5           **Section 28.     Subsection 14-6.2(C)(1)(b) SFCC 1987 (being Ord. No. 2011-37, §8) is**  
6 **amended to read:**

7                               (b)     Location of Sexually Oriented Businesses

- 8                               (i)     A *sexually oriented business* shall not be located or  
9                                       presented in a *residential* district, even temporarily; within  
10                                      one thousand (1,000) feet of a district zoned for *residential*  
11                                      uses or a district in which *single-family dwellings* or  
12                                      *multiple-family dwellings* are allowed as *principal* uses and  
13                                      *structures*; or within one thousand (1,000) feet of any *parcel*  
14                                      of real *property* on which is located any of the following  
15                                      facilities: 1) a school, academy, center or other entity that  
16                                      provides instruction primarily for and attended by minors; 2)  
17                                      a religious institution that conducts religious services,  
18                                      education classes or other gatherings for minors; 3) a public  
19                                      park, playground or public recreation facility; 4) eating and  
20                                      drinking establishments; 5) *hotels, motels*, rooming and  
21                                      boarding houses; 6) *commercial recreational uses* and  
22                                      *structures* such as theaters and bowling alleys; 7) private  
23                                      day-care nurseries and kindergartens; or 8) libraries.

- 24                               (ii)    This [~~section~~] Subsection 14-6.2(C)(1) *Adult Entertainment*  
25                                      *Facilities* does not apply to *sexually oriented businesses*



1 existing at the time of adoption of ~~[this section]~~ Ordinance  
2 No. 2000-8 on February 9, 2000. Such *businesses* shall be  
3 considered *nonconforming* uses and *structures* and shall be  
4 governed by Article 14-10 (Nonconformities).

5 **Section 29. Subsection 14-6.3(B)(2)(a) SFCC 1987 (being Ord. No. 2011-37, §3) is**  
6 **amended to read:**

- 7 (a) The following *accessory* uses and *structures* are permitted in the  
8 RR, R1-R-6, R-7, R-7(I), R-8, R-9, RC-5, RC-8, R-10, R-21, R-29,  
9 RAC, C-1, C-4 and HZ districts:
- 10 (i) *home occupations*, as provided for in Subsection 14-  
11 6.3(D)(~~[1]~~ 2);
  - 12 (ii) noncommercial *greenhouses* and plant nurseries;
  - 13 (iii) private *garages*;
  - 14 (iv) *utility sheds*, located within the *rear yard* only;
  - 15 (v) children's play areas and play equipment;
  - 16 (vi) private barbeque pits and private swimming pools;
  - 17 (vii) except in the RR district, *accessory dwelling units* as  
18 regulated in Subsection 14-6.3(D)(1);
  - 19 (viii) other uses and *structures* customarily accessory and clearly  
20 incidental and subordinate to permitted or permissible uses  
21 and *structures*; and
  - 22 (ix) *accessory structures* of a permanent, temporary or portable  
23 nature such as coverings not constructed of solid building  
24 materials, including inflatable covers over swimming pools  
25 and tennis courts, and such other *accessory structures* that

1 exceed thirty inches in height from the average ground  
2 elevation.

3 **Section 30. Subsection 14-6.3(B)(2)(c) SFCC 1987 (being Ord. No. 2011-37, §3) is**  
4 **amended to read:**

5 (c) The following activities are prohibited within residentially zoned districts:

6 (i) storage or parking, either continuous or intermittent, of commercial  
7 or industrial vehicles, other than those authorized by a special use  
8 permit or other permitted non-residential use. Commercial or  
9 industrial vehicle means vehicles designed for business purposes,  
10 including any vehicle requiring a commercial driver's license to  
11 operate; tour buses, school buses, tow trucks, earthmoving or grading  
12 equipment, tractors (except lawn tractors) or other motorized  
13 construction or agricultural equipment; trailers, light trucks or other  
14 vehicles designed for business purposes. Commercial or industrial  
15 vehicles do not include recreational vehicles and trailers related to  
16 recreational vehicles used for personal purposes. Commercial or  
17 industrial vehicles do not include passenger cars and small trailers  
18 that may be used for business purposes related to a registered home  
19 occupation business;

20 (ii) outdoor storage of construction materials, except in connection with  
21 active construction activities on the *premises*;

22 (iii) storage of mobile homes; and

23 (iv) recreational vehicles used as *dwelling units*.

24 **Section 31. Subsection 14-6.3(D)(2)(c) SFCC 1987 (being Ord. No. 2011-37, §8) is**  
25 **amended to read:**

1 (c) General Standards

2 (i) The *home occupation* shall involve the primary sale of goods  
3 or services in connection with the *home occupation*,  
4 including: 1) goods that are prepared, produced or grown  
5 on the *premises*; 2) services that are developed on the  
6 *premises* and provided on or off the *premises*; 3) the sale of  
7 goods that are not produced on the *premises* and that are  
8 only distributed off the *premises*; or 4) repair services that  
9 take place solely within the home.

10 (ii) The *home occupation* shall be located on the same *lot* as the  
11 permitted *principal* use or *structure* or on a contiguous *lot* in  
12 the same ownership.

13 (iii) The *home occupation* shall be conducted by ~~a person~~  
14 ~~residing on~~ the business owner who resides continuously for  
15 a substantial period of time at the premises in which the  
16 *home occupation* is conducted. Continuous residence is  
17 determined by the Land Use Director by review of relevant  
18 factors. The address listed on a driver's license, voter  
19 registration or tax return may not be sufficient to establish  
20 continuous residence.

21 (iv) Not more than two persons, other than members of the  
22 *family* ~~[residing]~~ who reside on the *premises*, ~~[in which a~~  
23 ~~home occupation is conducted,]~~ shall be regularly engaged in  
24 the *home occupation*. ~~[Residency shall be established by~~  
25 ~~any standard identification that proves residency such as a~~

1 ~~driver's license, passport or voter registration or other~~  
2 ~~documentation that proves that the person conducting the~~  
3 ~~home occupation has resided at the site of the home~~  
4 ~~occupation for one month or more.]~~

5 ((i)v) Except for on-street parking, as set forth in this section, a  
6 *home occupation* shall be completely contained within the  
7 *property* lines of the *lot* on which the *home occupation* is  
8 located. A *home occupation* shall be in compliance with the  
9 performance standards set forth in Section 10-4 SFCC  
10 (General Environmental Standards); not produce any  
11 offensive noise, vibration, smoke, dust, odors, heat, gas,  
12 glare or electrical interference; or otherwise create a risk to  
13 health, safety or *property* of residents and occupants of  
14 adjacent and neighboring *properties*. The storage of  
15 firearms, ammunition, fireworks or similar explosives for  
16 sale or service is prohibited. Mechanical or electrical  
17 equipment that is incidental to the *home occupation* may be  
18 used if it does not create visible or audible interference in  
19 radio, computer or television receivers or cause fluctuation  
20 in voltage of the premises or neighboring premises.  
21 Depending upon the nature of the *home occupation*, land use  
22 director may require proof of compliance with these  
23 restrictions prior to issuance of a *business* registration. (Ord.  
24 No. 2012-11 § 17)

25 (vi) *Employees*, customers, clients or deliveries shall not enter

1 the *premises* between the hours of 7:00 p.m. and 8:00 a.m.  
2 weekdays and 7:00 p.m. and 10:00 a.m. weekends.  
3 Depending on the nature of the *home occupation*, the *land*  
4 *use director* may reduce the hours of operation. Deliveries  
5 are limited to vehicles that do not exceed eleven (11) feet in  
6 height and twenty (20) feet in length.

7 **Section 32. Subsection 14-6.4(A) SFCC 1987 (being Ord. No. 2011-37, §8) is**  
8 **amended to read:**

9 **(A) Temporary Structures and Uses Allowed in All Districts**

10 The following *temporary structures* and uses are allowed in all districts: *temporary*  
11 *structures* and operations in connection with and on the site of construction  
12 [buildings] or *land development*, including *grading*, paving, installation of utilities,  
13 erection of field offices, erection of *structures* for storage of equipment and building  
14 materials and the like; provided that a *permit* shall not be for a period of more than  
15 twelve months, renewable for periods of not more than six months. In addition, the  
16 area occupied by the *temporary structures* and operations shall be *screened* against  
17 fumes, noise and unsightliness.

18 **Section 33. Subsection 14-6.4(C) SFCC 1987 (being Ord. No. 2011-37, §8) is**  
19 **amended to read:**

20 **(C) Temporary Structures Treated as Permanent Structures**

21 *Structures* other than temporary structures described in Subsection 14-6.4(A) that  
22 remain in place for a period of more than thirty days in a *nonresidential* district or  
23 ninety days in a *residential* district are subject to the same provisions of Chapter 14  
24 as permanent *structures*, whether or not they are permanently affixed to the ground or  
25 constructed of lightweight or nondurable materials.

1           Section 34.     Subsection 14-7.1(B) SFCC 1987 (being Ord. No. 2011-37, §9) is  
2 amended to read:

3           **(B)     Dimensional Calculations**

4                 (1)     Lot Area

5                     Minimum required *lot* area for *residential* subdivisions is calculated  
6                     excluding *rights of way, street* and driveway easements.

7                 (2)     Lot Depth

8                     The depth is measured between the front and rear *lot* lines, perpendicular to  
9                     the front *lot* line. In the case of irregularly shaped *lots*, the depth shall be the  
10                    average of all such measurements along the front *lot* line.

11                (3)     Reserved

12                (4)     Lot Coverage

13                   *Lot* coverage is measured by the total projected area on the ground of all  
14                    *structures* in relation to the *lot* area, excluding:

15                    (a)    the types and portions of *structures* listed in Subsection 14-  
16                            7.1(D)(2); ~~[and]~~

17                    (b)    eaves and similar roof projections within two (2) feet of the wall of a  
18                            *building* [-] ; and

19                    (c)    the portion of the *lot* occupied by easements for private roads and *lot*  
20                            *access driveways*.

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Section 35. Table 14-7.2-1 SFCC 1987 (being Ord. No. 2011-37, §9) is amended to amend the Table of Dimensional Standards for Residential Districts to amend minimum yard requirements R-1 – R-6:

TABLE 14-7.2-1: Table of Dimensional Standards for Residential Districts (Note 1)						
DISTRICT	Max. Gross Density (dwelling units per acre) <small>Note 2</small>	Minimum Lot Size <small>Note 2, Note 3</small>	Maximum Height of Structures <small>Notes 6,8</small>	Minimum Yard Requirements (feet) <small>Notes 5, 6, 7</small>	Maximum Lot Coverage (%) <small>Note 10</small>	Minimum Required Qualifying Open Space (Square Feet) <small>Note 9, 10</small>
R-1 R-2 R-3 R-4 R-5 R-6	R1=1; R-2=2; R-3=3; R-4=4; R-5=5; R-6=6	Area: Single-family dwellings: 4,000 sq. ft. minimum; 2,000 sq. ft. if common open space is provided (Note 3) Multiple-family dwellings: 4,000 sq. ft. per dwelling unit	Residential structures: 24; Nonresidential structures: 35 (See Note 6 for required height stepback from side and rear property lines)	Street: 7 (20 for garage or carport; <small>Note 4</small> ) Side: 5 or 10 (See Note 6 for required height stepback from side and rear property lines) Rear 15, or 20% of the average depth dimension of lot, whichever is less	40; <u>may increase to</u> 50 if private open space is provided (See §14-7.5(C)(1): Increase in maximum lot coverage if private open space is provided.)	Detached single family dwellings: <u>None except as provided for lot size averaging per Note 3</u> Multiple-family dwellings: common open space = 50% total gross floor area of all buildings, plus private open space = 25% of gross floor area of each unit

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Section 36. Table 14-7.2-1 SFCC 1987 (being Ord. No. 2011-37, §9) is amended to amend the Table of Dimensional Standards for Residential Districts to amend maximum lot coverage requirements for RC-5 and RC-8 districts:

TABLE 14-7.2-1: Table of Dimensional Standards for Residential Districts (Note 1)						
DISTRICT	Max. Gross Density (dwelling units per acre) <small>Note 2</small>	Minimum Lot Size <small>Note 2, Note 3</small>	Maximum Height of Structures <small>Notes 6,8</small>	Minimum Yard Requirements (feet) <small>Notes 5, 6, 7</small>	Maximum Lot Coverage (%) <small>Note 10</small>	Minimum Required Qualifying Open Space (Square Feet) <small>Note 9, 10</small>
RC-5 RC-8	Gross Density Factor: RC-5=5; RC-8=8 <small>Note 7</small>	Area: 4,000 sq. ft. Also see § 14-7.1(B)(4)(a): "Minimum Open Space Requirements"	All structures: 24 Gross floor area of all stories above the ground level shall not exceed 50 percent of the ground floor area; provided that in calculating the allowable second floor area of attached buildings the total gross heated area of the attached buildings shall be used regardless of ownership status.	Street <small>Note 4</small> : None required if wall between 6 and 8 feet high is built between building and street; otherwise, 15-foot setback required. Side: 5-foot side setback required. Rear: If wall between 6 and 8 feet high is built, 5-foot rear setback required, and if no wall, 15-foot setback required. No portion of any story above ground-level story shall be closer than 15 feet from property line.	Without compound dwelling units: [40] Same as R-7 to R-9 districts. With compound dwelling units: See § 14-7.5(C)(1)(C): Increase in maximum lot coverage if private open space is provided.	Same as R7 to R-9 districts



Section 37. Table 14-7.2-1 SFCC 1987 (being Ord. No. 2011-37, §9) is amended to amend the Table of Dimensional Standards for Residential Districts to amend minimum yard requirements for R-10 through R-29 and RAC districts:

TABLE 14-7.2-1: Table of Dimensional Standards for Residential Districts (Note 1)						
DISTRICT	Max. Gross Density (dwelling units per acre) <sup>Note 2</sup>	Minimum Lot Size <sup>Note 2, Note 3</sup>	Maximum Height of Structures <sup>Notes 6,8</sup>	Minimum Yard Requirements (feet) <sup>Notes 5, 6, 7</sup>	Maximum Lot Coverage (%) <sup>Note 10</sup>	Minimum Required Qualifying Open Space (Square Feet) <sup>Note 9, 10</sup>
R-10 R-12 R-21 R-29	R-10=10; R-12, R-21 and R-29=10 or per development plan or special use permit approval (see 14-7.2(F))	Area: Single-family: 3000 sq. ft. (may be reduced to 2000 sq. ft. if common open space is provided) <sup>Note 3</sup> Multiple-family: As required to comply with gross density factor.	R-21 and R-29: 24 (36 with development plan or special use permit approval, see 14-7.2(E)). R-10 and R-LD: 24 (See Note 6 for required height stepback from side and rear property lines)	Same as for [R-6] R-7 through R-9 districts. (See Note 6 for required height stepback from side and rear property lines)	Multiple-family of 6 or more units: 40 single-family, two-family, or multiple-family of less than 6 units: 40; 70 if private open space is provided. (See §14-7.5(C)(1): Increase in maximum lot coverage if private open space is provided.)	Detached single-family dwellings or multiple-family dwellings: 250 square feet of common and/ or private open space per unit
RAC	<u>21</u>	Same as R-21 district.	All structures: 24 (See Note 6 for required height stepback from side and rear property lines)	Same as for [R-6] R-7 through R-9 districts.	40; Also see §14-7.2 (H): "Maximum Nonresidential Use Area in RAC District."	Same as for R-21 district

1       **Section 38.     Table 14-7.2-1 SFCC 1987 (being Ord. No. 2011-37, §9) is amended to**  
2 **amend Note 6 as follows:**

3       6. Within ten feet of a side or rear property line, no point on a *structure* shall be higher than  
4 fourteen feet above the finished grade at the closest point on the perimeter of the *structure*. Within  
5 fifteen feet of a side or rear property line, no point on a *structure* shall be higher than twenty-four feet  
6 above the finished grade at the closest point on the perimeter of the *structure*.

7       **Section 39.     Subsection 14-7.2(F) SFCC 1987 (being Ord. No. 2011-37, §9) is**  
8 **amended to read:**

9       **(F)     Increase in Maximum Density in R-12, R-21 and R-29 Districts**

- 10       (1)     *Residential density* up to twelve *dwelling units* per acre in an R-12 district;  
11               up to twenty-one *dwelling units* per acre in an R-21 district; and up to  
12               twenty-nine *dwelling units* per acre in an R-29 district may be approved  
13               provided that the proposed *density* is part of a *development* plan or special  
14               use *permit* requiring approval by a *land use board* or the *governing body*.
- 15       (2)     In evaluating the proposed density, the following factors shall be considered:
- 16               (a)     if the future land use designation shown on the *general plan* is high  
17                       *density residential*;
- 18               (b)     the need for the increased *density*; however, financial gain or loss  
19                       shall not be the sole determining factor;
- 20               (c)     if the increased *density* is needed to make the proposed *development*  
21                       more affordable, what level of affordability will be provided and  
22                       how that affordability will be guaranteed long term;
- 23               (d)     *densities* of existing *developments* in the vicinity; and
- 24               (e)     impacts of the increased *density* on the neighborhood and the  
25                       community so that the increased *density* does not significantly

interfere with the enjoyment of other land in the vicinity and is consistent with the spirit of Chapter 14 and in the general public's interest.

(3) In approving the proposed density, the planning commission or board of adjustment may establish such conditions as the commission or board deems appropriate.

(4) The provisions of this Subsection 14-7.2(F) do not apply to construction or modification of an individual single-family dwelling and related accessory structures on a legal lot of record.

**Section 40.** Table 14-7.3-1 SFCC 1987 (being Ord. No. 2011-37, §9) is amended to amend the Table of Dimensional Standards for Nonresidential Districts for residential standards in C-1 and C-4 districts:

TABLE 14-7.3-1: Table of Dimensional Standards for Nonresidential Districts (Note 1)				
DISTRICT	Minimum District and Lot Size	Maximum Height of Structures	Minimum Setback Requirements (feet) See Note 1 for additional setback regulations	Maximum Lot Coverage (%) See Note 8 for non-residential open space requirements
C-1	Same as R-21 district <u>including residential density and open space requirements</u> : See Table 14-7.2-1	36	Nonresidential Uses: Street: 10 Side: 5 Rear: 10 Residential Uses: Same as for R-21 district.	Nonresidential Uses: 60 Residential Uses: 40
C-2	None  Also see §14-7.5(D)(8)(c): Open Space Requirements	45	Street: 15 Side: 0 Rear: 10 (See Note 2 for setback abutting residential district)	60
C-4	Same as R-21 zoning district <u>including residential density requirements</u> :	24 (See note 6 for height stepback from property lines)	(See note 6 for height stepback from property lines) Nonresidential Uses: Street: 10 Side: 5	Nonresidential Uses: 60 Residential Uses: 40

TABLE 14-7.3-1: Table of Dimensional Standards for Nonresidential Districts (Note 1)				
D I S T R I C T	Minimum District and Lot Size	Maximum Height of Structures	Minimum Setback Requirements (feet) See Note 1 for additional setback regulations	Maximum Lot Coverage (%) See Note 8 for non-residential open space requirements
	See Table 14-7.2-1  Also see 14-7.5(D)(8)(d): "Minimum Open Space Requirements"		Rear: 10 Residential Uses: Same as R-21 zoning district	

Section 41. Subsection 14-7.4(B)(2)SFCC 1987 (being Ord. No. 2011-37, §9) is

amended to read:

(2) Standards for Redevelopment Subdistricts

(a) Land-use Intensity:

- (i) transfer of allowed floor area, including *land use intensity credits*, within a *property* or between contiguous *properties* with a single ownership and within a project is allowed; and
- (ii) *public benefit uses* shall not count against the allowable floor area for a *parcel*.
- (iii) The maximum *baseline floor area ratio* permitted is 2.5:1 unless provided otherwise in the master plan or at the time of rezoning pursuant to Subsection 14-4.3(E)(4)(b)(ii).

(b) Maximum Height of Buildings

The maximum *building* height permitted in a redevelopment subdistrict shall not exceed sixty-five (65) feet; provided, however, that the maximum height shall be compatible with the character of adjacent subdistricts and the surrounding neighborhood.

(c) Additional Standards



1 Additional standards for redevelopment subdistricts are located in  
2 the subdistrict master plan. *Development* in a redevelopment  
3 subdistrict shall comply with the master plan. If no master plan has  
4 been approved for a portion of a redevelopment subdistrict,  
5 development must conform to the standards of the adjacent or  
6 nearest BCD subdistrict.

7 **Section 42. Subsection 14-8.2(C)(2) SFCC 1987 (being Ord. No. 2011-37, §10) is**  
8 **amended to read:**

9 (2) The preparation of submittals shall be as provided in this Subsection 14-  
10 8.2(C)(2) and in accordance with the provisions of Chapter 61 NMSA 1978  
11 (Professional and Occupational Licensing) regulating the practice of  
12 architecture, *landscape* architecture, engineering and land surveying.

13 (a) *Grading* submittals for minor *development* or for *grading* incidental  
14 to the construction or modification of a *structure* may be prepared by  
15 any person, including the homeowner, who has the legal authority to  
16 design the *structure*; however, the *city engineer* may require that  
17 submittals be prepared and signed by a *professional engineer,*  
18 *architect, professional land surveyor* or *landscape architect* licensed  
19 in New Mexico if necessary to fulfill the requirements of this Section  
20 14-8.2, Chapter 61 NMSA 1978 or applicable regulations;

21 (b) Submittals for *development* other than minor *development* or  
22 incidental to the construction or modification of a *structure* shall be  
23 prepared as follows:

24 (i) topographic plans shall be prepared and certified by a  
25 *professional engineer* or *professional land surveyor*;

- 1 (ii) stormwater management submittals for master plans,  
2 subdivisions and *development* plans shall be prepared and  
3 certified by a *professional engineer*. Stormwater  
4 management submittals for all other types of *development*  
5 shall be prepared by a *professional engineer* or an *architect*  
6 or *landscape architect* registered in New Mexico; and  
7 (iii) site restoration submittals shall be prepared and certified by  
8 a *professional engineer, architect or landscape architect*  
9 licensed in New Mexico.

10 **Section 43. Subsection 14-8.2(D)(1)(a) SFCC 1987 (being Ord. No. 2011-37, §10) is**  
11 **amended to read:**

12 (D) Standards for All Grading

13 When a construction *permit* for *grading* is required by this Section 14-8.2,  
14 *applications* for the *permit* shall show compliance with the following minimum  
15 standards:

16 (1) Cut and Fill Slopes

- 17 (a) exposed cut *slopes* on a site shall not exceed ten (10) feet in height,  
18 except as otherwise permitted by this Section 14-8.2. In no case  
19 shall the height of a cut exceed the height of any *building*  
20 constructed in the *excavated* area;  
21 (b) *fill slopes* on a site shall not exceed fifteen (15) feet in height.  
22 Retaining *walls* for *fill slopes* shall be no greater than six (6) feet in  
23 height as provided in Section 14-8.5(B)(1), except as otherwise  
24 provided in Section 14-5.6(G) (Escarpment Overlay District  
25 Landscaping). *Fill slopes* shall be no steeper than 3:1, unless a

1 structural alternative such as a retaining *wall* or some other measure  
2 acceptable to the *city engineer* is provided;

3 (c) *cut or fill slopes* for roads shall not exceed fifteen (15) feet in height;  
4 and

5 (d) all *cut slopes* that are not stabilized by a retaining *wall* or some other  
6 measure acceptable to the *city engineer*, shall be no steeper than 2:1,  
7 unless a structural alternative is provided or unless it can be  
8 demonstrated by a geotechnical study that existing soils will  
9 naturally accommodate a steeper *slope* and acceptable revegetation  
10 or other *erosion* control can be achieved;

11 **Section 44. Section 14-8.3(A)(1) SFCC 1987 (being Ord. No. 2011-37, §10) is**  
12 **amended to read:**

13 (A) Adoption of Special Flood Hazard Areas

14 (1) The *city* adopts the *special flood hazard areas* identified by FEMA in the  
15 current scientific and engineering report entitled, "The Flood Insurance  
16 Study (FIS) for Santa Fe County, New Mexico and Incorporated Areas,"  
17 with accompanying *FIRM*, effective [~~June 17, 2008~~] February 18, 2011.

18 (2) The *city* may adopt and establish other *flood hazard zones* or elevations as  
19 identified in:

20 (a) subsequent *drainage* studies prepared for and accepted by the *city*;

21 (b) subsequent letters of map amendment and letters of map revision, as  
22 prepared for and accepted by FEMA; and

23 (c) other known *flood hazard zones* identified by the *floodplain administrator*  
24 and adopted by the *governing body*.

25 **Section 45. Subsection 14-8.4(B)(1) SFCC 1987 (being Ord. No. 2011-37, §10) is**



1 amended to read:

2 (1) This Section 14-8.4 applies to, and a *landscape* plan that demonstrates  
3 compliance of the entire *property* with this Section 14-8.4 is required with,  
4 the following:

5 (a) *applications* for subdivision *plat* approval, except *lot* split and  
6 *resubdivision plats*;

7 (b) *applications* for *development* plan approval;

8 (c) *applications* for master plan approval;

9 (d) *applications* for construction *permits* and special use permits as  
10 follows:

11 (i) all *new nonresidential* and *multiple-family* construction  
12 resulting in an enclosed *structure* with a *gross floor area*  
13 greater than one thousand (1,000) square feet; and

14 (ii) for additions or remodeling of existing *nonresidential* and  
15 *multiple-family structures* with a construction valuation  
16 over one hundred thousand dollars (\$100,000), *landscape*  
17 improvements to comply with this Section 14-8.4, as  
18 prioritized by the *land use director*, shall be required up to a  
19 total cost of twenty percent of the construction valuation;  
20 and

21 (e) development on city-owned land.

22 Section 46. Subsection 14-8.4(G)(3) SFCC 1987 (being Ord. No. 2011-37, §10) is

23 amended to read:

24 (3) Location of Street Trees:

25 (a) *street trees* shall be located on the subject *property* adjacent to the

1 *property* line, unless location within the *right of way* is approved by  
2 the planning commission or the public works director. *Street trees*  
3 located within the *right of way* shall be planted in compliance with  
4 Chapter 23 SFCC 1987 (Streets, Sidewalks and Public Places) and in  
5 compliance with adopted median and parkway standards;

6 (b) on major and secondary arterials, trees shall be planted in a  
7 minimum ten (10) foot wide [~~planting strip~~] *parkway* that includes  
8 the width of the sidewalk or other pedestrian way. If existing  
9 *development* precludes provision of the ten (10) foot wide [~~planting~~  
10 ~~strip~~] *parkway*, trees shall be planted in a space no smaller than five  
11 (5) feet by thirteen (13) feet and preferably multiple trees in longer  
12 *planting strips*;

13 (c) *street trees* should be planted to the greatest extent possible in *swales*  
14 or basins that collect run-off and precipitation;

15 (d) *street trees* shall be located at least fifteen (15) feet from light  
16 standards, so as not to impede outdoor illumination;

17 (e) *street trees* shall be located at least fifteen (15) feet from fire  
18 hydrants so as not to interfere with hydrant operation;

19 (f) *street trees* located under utility lines shall be a species that  
20 maintains a minimum of five (5) feet of clearance from overhead  
21 utility lines at maturity; and

22 (g) street trees shall not be required on single-family residential lots.

23 **Section 47. Section 14-8.5(B)(2)(a) SFCC 1987 (being Ord. No. 2011-37, §10) is**  
24 **amended to read:**

25 (a) On a property developed for residential use or on undeveloped

1 property zoned for residential use, no fence shall exceed six (6) feet  
2 in height [-] except that:

3 (i) along the common *property* line with a *property* developed  
4 for or zoned for *nonresidential* use, the maximum height of  
5 fences is eight (8) feet; and

6 (ii) [W] within a *residential compound*, the maximum height of  
7 fences is eight (8) feet.

8 (b) On a *property* developed for *nonresidential* use or on undeveloped  
9 *property* zoned for *nonresidential* use, no fence shall exceed eight  
10 (8) feet in height.

11 (c) *Walls* and fences may exceed the height limit over pedestrian or  
12 vehicular gates.

13 **Section 48. Subsection 14-8.6(B)(4)(c) SFCC 1987 (being Ord. No. 2011-37, §10, as**  
14 **amended) is amended to read:**

15 (c) Parking required for uses located on adjoining *lots* in RAC, C, BCD,  
16 BIP, MU, SC or I districts, or for institutional uses located on  
17 adjoining *lots* in *residential* districts, may be provided on a joint  
18 basis. Within the joint parking areas, the spaces required for each of  
19 the participating uses shall be marked on the parking plan and  
20 maintained as allocated to the individual use, unless a shared parking  
21 plan is approved.

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1           Section 49.     Table 14-8.7-1 SFCC 1987 (being Ord. No. 2011-37, §10) is amended to  
2 read:

3                           **TABLE 14-8.7-1: Point Requirements by Zoning District**

<b>Zoning District</b>	<b>Points Required</b>
C-1, C-2, C-4, BCD, PRRC, SC, HZ, MU	205
RR, R-1 - R-6, R-7, R-8, R-9, <u>R-10 – R-29</u> , RC-5, RC-8, PRC, <del>[RM]</del> , RAC, AC	180
I-1, I-2, BIP	155

8           Section 50.     Subsection 14-8.10(D)(5) SFCC 1987 (being Ord. No. 2001-38, §2, as  
9 amended) is amended to read:

- 10                   (5)     *Signs* for private day-care facilities and kindergartens, the number of  
11                               which shall not exceed one and the area of which shall not exceed one  
12                               square foot [~~as set forth in Section 14-6.2(B)(5)~~].

13           Section 51.     Subsection 14-8.10(G)(8)(d) SFCC 1987 (being Ord. No. 2001-38, §2, as  
14 amended) is amended to read:

- 15                   (d)     All free-standing *signs* along Cerrillos Road shall meet the  
16                               *buildingsetback* requirements set forth in Section [~~14-5.5(B)(3)(a)~~]  
17                               14-5.5(B)(4)(a). However, in the case of properties flanked on one or  
18                               both sides by existing *buildings* that encroach into the required  
19                               *setback* distance, the freestanding *signsetback* may be reduced to  
20                               correspond to either the average of the adjacent *buildingsetbacks*, or  
21                               to the average of an adjacent *buildingsetback* and the required  
22                               *buildingsetback*. Only one freestanding *sign*, meeting the area  
23                               requirements in Subsections (a) through (c) above, is allowed per  
24                               *legal lot of record*;

25           Section 52.     Subsection 14-8.14(E)(3) SFCC 1987 (being Ord. No. 2011-37, §11, as

amended) is amended to read:

(3) The fee schedule in this Subsection 14-8.14(E)(3), also referred to as the "new" fee schedule, shall be used and its fees assessed on *plats* and *development* plans that receive final approval from the *city* or the *state* construction industries division after June 30, 2008. The "new" fee schedule shall also be applied to construction *permits* issued after June 30, 2008, except where the *permit* is issued for a subdivision or for a *development* plan that is still subject to the "old" fee schedule.

#### NEW FEE SCHEDULE

Land Use Type Single-Family Detached Dwelling or Manufactured Home	Unit	Roads	Parks	Fire	Police	Total
Heated Living Area:						
(0 to 1,500 sq. ft.)	Dwelling	\$1,850	\$1,111	\$125	\$44	\$3,130
(1,501 to 2,000 sq. ft.)	Dwelling	\$2,100	\$1,214	\$136	\$48	\$3,498
(2,001 to 2,500 sq. ft.)	Dwelling	\$2,183	\$1,328	\$150	\$53	\$3,714
(2,501 to 3,000 sq. ft.)	Dwelling	\$2,248	\$1,379	\$155	\$55	\$3,837
(3,001 to 3,500 sq. ft.)	Dwelling	\$2,309	\$1,418	\$159	\$56	\$3,942
(3,501 to 4,000 sq. ft.)	Dwelling	\$2,359	\$1,444	\$163	\$58	\$4,024
(more than 4,000 sq. ft.)	Dwelling	\$2,424	\$1,495	\$169	\$59	\$4,147
Accessory dwelling unit (attached or detached)						
Heated Living Area:						
(0 to 500 sq. ft.)	Dwelling	\$518	\$324	\$37	\$13	[ <del>\$891</del> ]

<b>Land Use Type Single-Family Detached Dwelling or Manufactured Home</b>	<b>Unit</b>	<b>Roads</b>	<b>Parks</b>	<b>Fire</b>	<b>Police</b>	<b>Total</b>
						<b><u>\$892</u></b>
(501 to 1,000 sq. ft.)	Dwelling	\$1,036	\$647	\$73	\$26	<b>\$1,782</b>
(1,001 to 1,500)	Dwelling	\$1,554	\$971	\$110	\$39	<b>\$2,674</b>
Other (Apts., Condos, S.F. Attached Guest House)	Dwelling	\$1,554	[\$97] <u>\$971</u>	\$110	\$39	<b>\$2,674</b>
Hotel/Motel	Room	\$1,203	\$0	\$82	\$29	<b>\$1,314</b>
<b>Retail/Commercial</b>	G.F.A.					
Shopping Center/General Retail	1000 sq. ft.	\$4,597	\$0	\$221	\$78	<b>\$4,896</b>
Auto Sales/Service	1000 sq. ft.	\$2,180	\$0	\$221	\$78	<b>\$2,479</b>
Bank	1000 sq. ft.	\$4,948	\$0	\$221	\$78	<b>\$5,247</b>
Convenience Store w/Gas Sales	1000 sq. ft.	\$8,778	\$0	\$221	\$78	<b>\$9,077</b>
Health Club, Recreational	1000 sq. ft.	\$4,394	\$0	\$221	\$78	<b>\$4,693</b>
Movie Theater	1000 sq. ft.	\$10,412	\$0	\$221	\$78	<b>\$10,711</b>
Restaurant, Sit-Down	1000 sq. ft.	\$5,083	\$0	\$221	\$78	<b>\$5,382</b>
Restaurant, Fast Food	1000 sq. ft.	\$11,064	\$0	\$221	\$78	<b>\$11,363</b>
Restaurant, Pkgd Food	1000 sq. ft.	\$4,597	\$0	\$221	\$78	<b>\$4,896</b>
<b>Office/Institutional</b>	G.F.A.					
Office, General	1000 sq. ft.	\$2,429	\$0	\$124	\$44	<b>\$2,597</b>
Medical Building	1000 sq. ft.	\$3,903	\$0	\$124	\$44	<b>\$4,071</b>
Nursing Home	1000 sq. ft.	\$1,354	\$0	\$124	\$44	<b>\$1,522</b>

Land Use Type Single-Family Detached Dwelling or Manufactured Home	Unit	Roads	Parks	Fire	Police	Total
Church	1000 sq. ft.	\$1,521	\$0	\$124	\$44	<b>\$1,689</b>
Day Care Center	1000 sq. ft.	\$3,202	\$0	\$124	\$44	<b>\$3,370</b>
Educational Facility	1000 sq. ft.	\$586	\$0	\$124	\$44	<b>\$754</b>
Educational Facility Dorm Room	1000 sq. ft.	\$1,203	\$0	\$82	\$29	<b>\$1,314</b>
<b>Industrial</b>	G.F.A.					
Industrial, Manufacturing	1000 sq. ft.	\$1,610	\$0	\$74	\$26	<b>\$1,710</b>
Warehouse	1000 sq. ft.	\$1,147	\$0	\$47	\$16	<b>\$1,210</b>
Mini-Warehouse	1000 sq. ft.	\$417	\$0	\$47	\$16	<b>\$480</b>

1       **Section 53. Subsection 14-8.14(E)(5) SFCC 1987 (being Ord. No. 2011-37, §11, as**  
2 **amended) is amended to read:**

3               (5) If the type of new *development* for which a construction *permit* is requested  
4 is not specified on the fee schedule, the *impact fee administrator* shall  
5 determine the fee on the basis of the fee applicable to the most nearly  
6 comparable type of land use on the fee schedule. The following shall be used  
7 as a guideline for impact fee determination when the specific use is not  
8 identified in the fee chart.

9               (a) Residential

- 10                       (i) a *home occupation business* shall be charged according to  
11 the fee schedule for the appropriate *residential* category; and  
12                       (ii) the *hotel/motel* ancillary use fee shall apply to meeting  
13 rooms, lobby area and general use areas of the facility.

23

24

25

psychiatry;

- (iii) the medical *office* fee shall be used for an animal hospital;  
and



Retail and restaurant square footage shall be charged under the commercial use category.

(b) Retail/Commercial

- (i) the general retail fee shall be used for a hair salon, *laundromat*, dry cleaner, garden center/nursery retail display area, gas station without a convenience store and inventory storage for a retail *business*, including growing area for a garden center/nursery;
- (ii) the bank fee assessment shall include the square footage of any drive-through kiosk and parking area with or without a roof;
- (iii) the restaurant fast food fee shall include square footage for the drive-through kiosk and parking area with or without a roof; and
- (iv) the packaged food restaurant fee shall be used for a restaurant or bar that does not have any food preparation facilities.

(c) Office/Institutional

- (i) the *office* general fee shall be used for a studio that is not *residential* and not retail;
- (ii) the *office* general fee shall be used for a medical office that does not have any medical equipment, such as an *office* for

(iv) the nursing home fee shall be used for an assisted living facility.

(d) Industrial

(i) the warehouse fee shall be used for an animal shelter, storage that is not inventory storage or maintenance equipment; and

(ii) the mini-warehouse fee shall be used for a single storage unit or for multiple storage units.

(e) Development Outside of Buildings

The impact fees for development of land outside of buildings that increases the demand for capital facilities is determined by application of the fee for the corresponding type of building or by preparation of an independent fee calculation study.

**Section 54. Section 14-9.2(C)(8) SFCC 1987 (being Ord. No. 2011-37, §12) is amended to read:**

(8) Specific construction and engineering standards, lot access driveways and streets classified as lanes and certain subcollectors:

(a) streets classified as “lanes” shall be laid out so that use by through traffic is minimized;

(b) lot access driveways shall be private. Streets classified as “lanes” or “subcollectors” may be constructed as private streets;

(c) lot access driveways and private streets classified as “lanes” or “subcollectors” may be approved for access to newly created lots where the planning commission or summary committee determines that no public street is needed to provide access to the property being subdivided or to surrounding properties, based on existing and

planned future uses of the *properties*.

- (d) a roadway classified as a lane must meet the following standards:
  - (i) paved lanes; and
  - (ii) unpaved lanes that are approved for construction with gravel surfacing as provided in Subsection (B)(7) above
    - A. twenty-two (22) feet driving surface width;
    - B. eight (8) feet shoulder and drainage on each side;
    - C. six (6) inch crushed gravel base course surfacing material; and
    - D. thirty-eight (38) feet total *right of way* or access easement.
- (e) A *lot* access driveway that is required to provide emergency vehicle access pursuant to Chapter 12 SFCC (Fire Prevention and Protection) must meet the standards of that chapter. Otherwise, a *lot* access driveway must have an all-weather driving surface at least ten (10) feet in width, must be no steeper than fifteen percent grade, or as required by the fire marshal and must accommodate drainage and utility facilities and easements.

**Section 55. Subsection 14-9.2(E) SFCC 1987 (being Ord. No. 2011-37, §12) is amended to read:**

(E) Sidewalks

- (1) If a subdivision *plat* or *development* plan approval is required, curb, gutter and sidewalk locations shall be dedicated when the subdivision *plat* or *development* plan is recorded and constructed in accordance with applicable standards as part of the subdivision or *development* plan *infrastructure*.

- 1 (2) If a subdivision *plat* or *development* plan is not required, curbs, gutter and  
2 sidewalks shall be constructed in accordance with applicable standards and  
3 dedicated to the *city* prior to issuance of a *certificate of occupancy* for:
- 4 (a) construction of a new *principal building*;
- 5 (b) all additions over five hundred (500) square feet *gross floor area*;
- 6 (c) remodeling or renovations over five (500) hundred square feet *gross*  
7 *floor area* for multiple-family residential and nonresidential permits;  
8 and
- 9 (3) Sidewalk construction is not required to exceed twenty percent of the value  
10 of the other construction covered by the *permit* for additions and remodeling.
- 11 (4) Sidewalks shall be located in a *city right of way* or, if adequate *right of way* is  
12 not available, sidewalks shall be located in a public access easement  
13 dedicated to the *city* on an approved *plat*. The sidewalk shall be consistent  
14 with the *street* standards of Subsection 14-9.2(C) and located along each  
15 *street* frontage immediately adjacent to the *development*.
- 16 (5) New sidewalks, drive pads and curb ramps required pursuant to Subsection  
17 14-9.2(E)(1) or (2) must comply with the Americans with Disabilities Act  
18 [Aeeessible] Accessibility Guidelines (ADAAG) and with New Mexico  
19 department of transportation pedestrian access details (NMDOTPAD) and  
20 must be constructed of concrete, meeting standards approved by the city or  
21 alternative materials approved by the land use director. New sidewalks  
22 constructed pursuant to Subsection 14-9.2(E)(1) [~~or (2) must be constructed~~  
23 ~~of concrete meeting standards adopted by the city or alternative materials~~  
24 ~~approved by the land use director and~~] must be free of any *structures*, *signs*,  
25 *landscaping*, above ground utility elements or other items that prevent free

1 passage along the sidewalk. New sidewalks constructed pursuant to  
2 Subsection 14-9.2(E)(2) must be free of any structures, signs, landscaping,  
3 above ground utility elements or other items that result from the new  
4 construction and that prevent free passage along the sidewalk.

5 (6) [E] Replacement of existing sidewalks [are adequate] is not required if they  
6 are in good condition and substantially in compliance with ADAAG.  
7 Existing sidewalks shall be free of any *structures, signs, landscaping*, above  
8 ground utility elements or other items that prevent free passage along the  
9 sidewalk. However, in the situations described in Subsection 14-9.2 (E)(1)  
10 and (E)(2), the *land use director* may allow the sidewalk barrier to remain or  
11 approve an alternate sidewalk alignment creating free passage if the removal  
12 of the sidewalk barrier is deemed not feasible.

13 (7) A new sidewalk that connects to an existing sidewalk shall be the wider of:

- 14 (a) the width of the existing sidewalk;  
15 (b) the required minimum width set forth in Table 14-9.2-1;  
16 (c) the NMDOTPAD as may be amended by the *city*; or  
17 (d) the minimum width required by ADAAG.

18 (8) A curb/access ramp meeting NMDOTPAD and *city* standards shall be  
19 constructed where two paved *streets* with curb, gutter and sidewalk intersect.

20 (9) Drive pads shall comply with NMDOTPAD and any *city street* standard  
21 details.

22 (10) If there is no curb or gutter, an alternative pedestrian route may be approved  
23 as part of a subdivision *plat* or *development* plan. The alternative pedestrian  
24 route shall comply with ADAAG. Consideration shall be given to future  
25 maintenance, the surrounding uses, *density* and the location and type of the

1 *street.*

- 2 (11) Colored concrete shall be required in the *city's* historic districts according to  
3 the color palette approved by the historic districts review board available  
4 from the *city* historic preservation division. Alternative materials may also  
5 be required by the historic districts review board. In addition, the *city*  
6 reserves the right to specify sidewalk color or alternative materials in other  
7 sections of the *city* as may be appropriate.
- 8 (12) Construction of sidewalks shall comply with Section 23-3 SFCC 1987  
9 (Construction and Maintenance of Curbs, Gutters and Sidewalks).

10 **Section 56. Section 14-9.2(K) SFCC 1987 (being Ord. No. 2011-37, §12) is amended**  
11 **to read:**

12 K. Utilities, *storm drainage facilities* and *street* improvements shall be provided as  
13 follows.

14 (1) Standards and Specifications:

- 15 (a) connection to *city* water service except as provided in Section 25-  
16 1.10 SFCC 1987 (Regulations for the Drilling of New Domestic  
17 Water Wells);
- 18 (b) connection to *city* sewer services except as provided in Section 22-  
19 3.1 SFCC 1987 (Sewers – Connection to the Public System);
- 20 (c) approval of storm sewer system and other drainage improvement  
21 plans by the *city engineer*;
- 22 (d) approval of *grading* and centerline gradients by the *city engineer*;
- 23 (e) approval of major and secondary arterial *street* cross-section by the  
24 *city engineer*; provided, however, that the cost of improvement to the  
25 [~~subdivider~~] developer shall not exceed that which is required for

improving a collector *street*.

(f) installation of *street name signs* of a material and design approved by the *governing body* at all *street* intersections;

(g) approval of complete *street* lighting facilities by the *city engineer*; and

(h) *landscaping* as required by Section 14-8.4 (Landscape and Site Design).

(2) Design Details, Construction Standards and Specifications

Design details, construction standards and specifications for utilities and storm drainage shall conform to standard details and specifications adopted by the *governing body*.

**Section 57. Table 14-9.2-1 SFCC 1987 (being Ord. No. 2011-37, §12, as amended) is amended to read:**

**Table 14-9.2-1: Design Criteria for Street Types**

<b>TABLE 14-9.2-1: Design Criteria for Street Types</b> See also Chapter 12 Fire Prevention and Protection – International Fire Code Appendix D Fire Apparatus Access Roads (as amended) for mandatory standards for roadway width, steepness, dead end/turnarounds, number of access points and fire lane signage									
Criteria	Major Arterial (6-Lane)	Major Arterial (4-Lane)	Secondary Arterial	Collector	Collector Mixed-Use	Subcollector		Lane	Lot Access Driveway Note 1
						No Parking	With Parking		
Average Daily Traffic	Up to 60,000	Up to 40,000	5,000-15,000	1,000-5,000	1,000-5,000	300-1,000	300-1,000	0-300	Minimum
Dwelling Unit Access						30-100	30-100	0-30	(0-8)
Minimum Right-of-way Width	120	98	70	[50] 52	50	42	50 or 56	38 or 42	NA
Slope/Grading	0-30	0-30	0-30	0-30	0-30	0-30	0-30	0-30	NR

**TABLE 14-9.2-1: Design Criteria for Street Types**

See also Chapter 12 Fire Prevention and Protection – International Fire Code Appendix D Fire Apparatus Access Roads (as amended) for mandatory standards for roadway width, steepness, dead end/turnarounds, number of access points and fire lane signage

Criteria	Major Arterial (6-Lane)	Major Arterial (4-Lane)	Secondary Arterial	Collector	Collector Mixed-Use	Subcollector		Lane	Lot Access Driveway Note 1
						No Parking	With Parking		
Easement (conditional upon staff review)									
Number of Auto Lanes	6-7 Note 2	4-5 Note 2	2-3 Note 2	2	2	2	2	2	1
Width of Driving Lanes	11	11	11	10	10	9	10	9	10
Median/Turn Lane Width	18	18	14	NR	NR	NR	NR	NR	NR
Minimum Bikeway Width	5	5	5	4	NR	NR	NR	NR	NR
On-Street Parking Width	NA	NA	NA	NA	6 Note 3	NA	6 Note 4	NA	NA
Curb & Gutter	2	2	2	2	2	2	2	2	NR
Minimum Sidewalk Setback	5	5	5	[4] <u>5</u>	NR	5	[3] <u>5</u>	[3-4] <u>0 or 5</u> Note <u>1</u>	NR
Minimum Sidewalk Width	6	6	5	5	7	5	5	5	NR

**Notes:**

NA - Not Applicable





**TABLE 14-9.2-1: Design Criteria for Street Types**

See also Chapter 12 Fire Prevention and Protection – International Fire Code Appendix D Fire Apparatus Access Roads (as amended) for mandatory standards for roadway width, steepness, dead end/turnarounds, number of access points and fire lane signage

Criteria	Major Arterial (6-Lane)	Major Arterial (4-Lane)	Secondary Arterial	Collector	Collector Mixed-Use	Subcollector		Lane	Lot Access Driveway Note 1
						No Parking	With Parking		

NR - Not Required

1. Refer to 14-9.2(C)(8) for additional standards for lanes and *lot* access driveways. *Lot* access driveway standard applicable to access from *street* to not more than eight single *family lots*.

2. Includes Median/Turn Lane

3. Parking required on both sides of *street*, except no parking on that side of a *street* adjoining the plaza.

4. Parking may be on one side or both sides of the *street*; parking lane should not be continuous.( )

All measurements in feet, unless otherwise noted.

1       **Section 58.**       **Subsection 14-9.5(A) SFCC 1987 (being Ord. No. 2011-37, §12) is**  
2 **amended to read:**

3               **(A)   Dedication of Rights of Way and Easements**

4               (1)       On-site and off-site *rights of way* and easements required for public and  
5                               quasi-public *infrastructure* shall be dedicated before or concurrently with  
6                               recording a subdivision *plat* or filing a *development* plan or issuance of a  
7                               construction *permit* for any *development* for which no *development* plan or  
8                               subdivision *plat* is required.

9               (2)       All quasi-public *infrastructure* and land designated for ownership in  
10                               undivided interest, such as private roads and drainage facilities and *common*  
11                               open space, must be dedicated to and perpetually maintained by an owners'  
12                               association or similar legal entity. An article of incorporation and bylaws for  
13                               the owners' association along with a declaration of restrictions and covenants  
14                               must be submitted for review and approval by the City Attorney.

15       **Section 59.**       **Subsection 14-9.5(D) SFCC 1987 (being Ord. No. 2011-37, §12) is**

1 amended to read:

2 (D) Completion and Warranty Period Financial Guarantee

- 3 (1) All *infrastructure* improvements shall be completed in accordance with the  
4 requirements of *city* regulations and approvals, and the *land use director*  
5 must inspect and accept all work.
- 6 (2) The developer shall warranty the *infrastructure* improvements for a period of  
7 at least one year after acceptance and must repair or replace defects at no cost  
8 to the *city* during the warranty period. The *land use director* may extend the  
9 warranty period when necessary to insure that actual or potential defects are  
10 corrected.
- 11 (3) During the warranty period, the developer shall maintain on file with the *city*  
12 a construction financial guarantee in an amount equal to ten percent of the  
13 cost estimate in Subsection 14-9.5(G) and it shall remain in effect until the  
14 required *infrastructure* has passed a final warranty inspection by the *land use*  
15 *director*. If there is no agreement to construct improvements, a separate  
16 financial guarantee for the warranty period consistent with *city infrastructure*  
17 *completion policies* shall be provided.

18 Section 60. Subsection 14-10.1(C) SFCC 1987 (being Ord. No. 2011-37, §13) is

19 amended to read:

20 (C) Determination of Nonconformity Status

21 The *land use director* [~~shall~~] determines the status of a *nonconforming lot*,  
22 *nonconforming use*, *nonconforming structure* or *nonconforming sign*. For purposes  
23 of this Article 14-10, each *sign* [~~shall be~~] is treated as a separate *structure*, including  
24 those attached to or painted on *buildings*. Each telecommunication antenna, tower,  
25 tower alternative or other telecommunication facility is treated as a separate structure.

1 [Appeals of the ~~land use director's~~ determination shall be pursuant to Section 14-  
2 3.17 (Appeals).]

3 Section 61. Subsection 14-10.4(A) SFCC 1987 (being Ord. No. 2011-37, §13) is  
4 amended to read:

5 (A) Use of Legal Nonconforming Lot

6 Notwithstanding limitations imposed by other provisions of Chapter 14 [~~with regard~~  
7 ~~to minimum lot size or width or maximum density~~], a *single-family dwelling* and  
8 *accessory buildings* may be erected on a single legal [~~nonconforming~~] lot of record  
9 that is nonconforming with regard to minimum lot size or width or maximum density  
10 in a district in which *single-family dwellings* are allowed; provided that the *lot* does  
11 not adjoin a commonly owned *lot*, except as provided in Sections 14-10.4(B) and (C).  
12 Dimensions of *required yards* and other requirements that do not involve area or  
13 width of the *lot* shall conform to the regulations for the district in which the *lot* is  
14 located.

15 Section 62. Section 14-11.5 SFCC 1987 (being Ord. No. 2011-37, §14) is amended to  
16 read:

17 14-11.5 ENFORCEMENT OF SANTA FE HOMES PROGRAM OUTSIDE THE CITY

18 LIMITS

19 If, after having been given notice as set forth in Section 26-1.19 SFCC 1987 (Enforcement of  
20 SFHP), a *property owner* subject to a *SFHP* agreement fails to comply with [~~this~~] Section 14-  
21 8.11 (Santa Fe Homes Program) or Article 26-1 (Santa Fe Homes Program), the office of  
22 affordable housing may request that the *city* manager authorize the *city* attorney's office to  
23 pursue enforcement of specific performance requirements in accordance with the *SFHP*  
24 agreement.

25 Section 63. Section 14-12 SFCC 1987 (being Ord. No. 2011-37, §15, as amended) is

1 amended to ordain the following definitions:

2 **MUSEUM**

3 An institution devoted to the procurement, care, study and display to the public of objects that  
4 have lasting interest or value.

5 **PARKWAY**

6 The part of the *street right of way* lying between the back of the curb and the outer edge of  
7 the *right of way* and typically including the sidewalk and *planting strip*.

8 Section 64. Section 14-12 SFCC 1987 (being Ord. No. 2011-37, §15, as amended) is  
9 amended to amend the following definitions:

10 **OWNER**

11 [A] With regard to real *property*, a person who holds fee simple title to real *property*, or a  
12 *person* acting lawfully on behalf of the *person* who holds title.

13 **LEGAL LOT OF RECORD**

14 A *lot* that was created prior to the date of any applicable provision of law that required the *lot*  
15 to be approved as part of a subdivision, or that has been created as part of a subdivision  
16 created in accordance with all applicable laws or ordinances, or that has been created by a  
17 court order as provided in Subsection 14-37-7(A)(6). The *lot* must be shown on a duly  
18 recorded *plat* or other written instrument that adequately describes the *lot*, that is recorded  
19 with the *county* clerk, and that documents compliance with this definition.

20 **~~[HOMEOWNERS']~~ OWNERS' ASSOCIATION**

21 A private nonprofit corporation or similar legal entity of [ ~~homeowners~~ ] property or  
22 condominium owners for the purpose of owning, operating and maintaining various common  
23 infrastructure facilities and/or properties.

24 **PLANTING STRIP**

25 ~~[The part of the *street right of way* lying between the back of the curb and the edge of the~~

sidewalk.] A linear landscaped area typically located within or adjoining a parkway.

## **YARD, SPECIAL**

In the case of an *irregular lot*, means a yard required to perform the same functions as a *front, side or rear yards*, but adjacent to the *lot* line so placed or oriented that the standard requirements are not clearly applicable. In such cases, the *land use director* shall require a special yard with minimum dimensions as would apply for a comparable *front, side or rear yards* in the district. Such determination shall be based on the relation of the *lot* in question to the adjoining *lots* with due regard to the orientation and location of required yards, structures and buildable areas on the ~~lot~~ lots.

**Section 65. Chapter 14, Appendix Exhibit B SFCC 1987 (being Ord. No. 2011-37, §16) is amended to include the following notes:**

### (1) Types of Spaces Allowed

(a) All parking spaces shall be designated either “standard” or “small car” or “one size fits all,” depending on the size of the car space. However, “one size fits all” spaces may not be used with “standard” or “small car” spaces.

(b) Parking lots with ten vehicles or more may have spaces designated for small car use. Up to 40 percent of the total spaces required of a parking lot may be designated for small car use.

### (2) Minimum Standards for Surface Preparation

(a) All parking spaces, driveways and parking lot access aisles shall be constructed with a six-inch subgrade compacted to American Association of State Highway and Transportation Officials (AASHTO) Standard T-180-95%.

(b) Parking lots with fewer than 40 spaces must have a four-inch gravel

1 surface and must be graded in such a manner to prevent erosion of  
2 the surface or transport of gravel or subsurface material into the  
3 public right-of-way or onto adjacent property.

4 (c) Parking lots with 40 or more spaces must have a two inches of  
5 asphalt treated material.

6 (c) Parking lots must meet applicable standards for spaces designated for  
7 persons with disabilities as provided in Subsection 14-8.6(B)(5).

8 APPROVED AS TO FORM:

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10 \_\_\_\_\_  
11 GENO ZAMORA, CITY ATTORNEY  
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25 M/Melissa/Bills 2013/Chapter 14 Amendments\_12\_12\_12

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2012-\_\_

INTRODUCED BY:

Mayor David Coss

AN ORDINANCE

RELATING TO THE VOLUNTARY RIVER CONSERVATION FUND, ARTICLE 25-8  
SFCC 1987; AMENDING SECTION 25-8.2 SFCC 1987 TO EXPAND THE USE OF THE  
DONATED FUNDS TO INCLUDE PROJECTS THAT WILL IMPROVE THE FLOW OF  
WATER IN THE SANTA FE RIVER IN WAYS THAT ENHANCE THE ECOSYSTEMS OF  
THE SANTA FE RIVER AND ITS RIPARIAN CORRIDOR.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 25-8.2 SFCC 1987 (being Ord. #2006-28, §7) is amended to read:

25-8.2 Voluntary River Conservation Fund.

A. The city shall create a voluntary contribution program/voluntary check-off provision  
on its monthly utility billing statements for the citizens to donate money to the city for deposit in the  
voluntary river conservation fund.

(1) Money deposited in the voluntary river conservation fund before  
\_\_\_\_\_, 2013 [effective date of this ordinance] shall be dedicated to ~~for~~ the purchase,  
acquisition, long-term leasing of consumptive water rights in quantities sufficient to sustain

*Exhibit "12"*



1 the total water demand for either a living Santa Fe River or for the preservation and  
2 continuation of sufficient water flowing through the Rio Grande.

3 (2) Money deposited in the voluntary river conservation fund after  
4 \_\_\_\_\_ , 2013 [effective date of this ordinance] shall be dedicated to projects that  
5 improve the flow of water in the Santa Fe River in ways that enhance the ecosystems of the  
6 Santa Fe River and its riparian corridor.

7 B. The city shall make public on at least an annual basis regular reports of all funds  
8 allocated and all purchases, acquisition, leases of water rights made and proposed, ongoing and  
9 completed projects [as a result of this] resulting from the use of the voluntary river conservation fund.

10 C. [The] Subject to the Bateman act, the city shall appropriate sufficient funding that  
11 matches (on a dollar for dollar basis) on an annual basis all money that is contributed by the public to  
12 the voluntary river conservation fund.

13 ~~[D. The city shall use the proceeds from the river conservation fund for the purchase,~~  
14 ~~acquisition, long term leasing of consumptive water rights in quantities sufficient to sustain the total~~  
15 ~~water demand for either a free flowing Santa Fe River or for the preservation and continuation of~~  
16 ~~sufficient water living through the Rio Grande.]~~

17 APPROVED AS TO FORM:

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19 \_\_\_\_\_  
20 GENO ZAMORA, CITY ATTORNEY  
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1 **CITY OF SANTA FE, NEW MEXICO**

2 **BILL NO. 2012-41**

3 **INTRODUCED BY:**

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10 **AN ORDINANCE**

11 **RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN**  
12 **ORDINANCE, ARTICLE 11-11 SFCC 1987; APPROVING AND ADOPTING AN AMENDED**  
13 **LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT**  
14 **BETWEEN THE CITY OF SANTA FE AND RODEO PROPERTY, INC. FOR AN INDOOR**  
15 **MULTIPURPOSE FACILITY, A LOCAL ECONOMIC DEVELOPMENT PROJECT.**

16  
17 **BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

18 **Section 1. Short Title.** This Ordinance shall be known as the "Rodeo Property, Inc.  
19 Local Economic Development Project Ordinance."

20 **Section 2. Recitals.**

21 A. The Local Economic Development Act, Sections 5-10-1 et. seq. NMSA 1978  
22 explicitly permits municipalities to assist qualifying entities with economic development projects  
23 through the use of public resources; and

24 B. The City of Santa Fe has complied with the requirements of the Local Economic  
25 Development Act by adopting an economic development plan ordinance (11-11 SFCC (1987)),

1 incorporating within that ordinance its community economic development plan and its economic  
2 development strategy for implementation dated May 21, 2008; and

3 C. On December 14, 2011 the City approved the Economic Development Project  
4 Participation Agreement ("PPA") between the City and Rodeo Property, Inc., and designated the  
5 Rodeo Property, Inc., as a "Qualifying Entity," to receive \$100,000 in funding from the City for the  
6 Rodeo Project that would support the City's Economic Development Plan. See signed PPA dated  
7 December 14, 2011, attached hereto as Exhibit "A" and the City's December 14, 2011 Meeting  
8 Agenda and Minutes, attached hereto as Exhibit "B"; and

9 D. The Rodeo Property, Inc. Economic Development Project is an indoor multipurpose  
10 facility that shall be designated for rodeo events, sports events, and entertainment events as well as  
11 serve as a disaster relief facility for animals (hereinafter referred to as the "Project"); and

12 E. Pursuant to the December 14, 2011 PPA, the dispersal of \$100,000 by the City is  
13 contingent on:

14 (1) The City's issuance and sale of sufficient gross receipts tax bonds for the  
15 purpose of procuring a contractor to complete a feasibility study that shall be the basis for  
16 securing additional funding for the planning, designing and construction of an indoor  
17 multipurpose facility; and

18 (2) Rodeo Property, Inc. securing sufficient matching funds in the amount of  
19 \$100,000 to fully fund the feasibility study;

20 F. In 2012, to partially fulfill the match, the State Legislature appropriated \$81,000 in  
21 severance tax bonds to plan, design, construct, equip and furnish an indoor multiuse arena and  
22 regional disaster relief facility at the Rodeo de Santa Fe grounds in Santa Fe. The Local Government  
23 Division of the Department of Finance and Administration intends to grant to the Rodeo Property,  
24 Inc. \$81,000 for the Project; and

25 G. In order to complete the match requirement, and pursuant to Santa Fe County

1 Resolution 2012-78, Rodeo Property, Inc., the City of Santa Fe and Santa Fe County are executing a  
2 Memorandum of Understanding ("MOU") for the County to transfer \$19,000 to the City. After  
3 execution of the MOU and the Grant Agreement, Rodeo Property, Inc.'s match required under the  
4 December 14, 2011 PPA, will consist of the \$81,000 State Appropriation and \$19,000 in funds from  
5 the County which together provide a full match for the City's \$100,000 contribution toward the  
6 completion of the Project. See MOU, attached hereto as Exhibit "C" and Santa Fe County Resolution  
7 2012-78, attached hereto as Exhibit "D"; and

8 H. The December 14, 2011 PPA is now being amended to include the State and the  
9 County contributions of funds to the Project; and

10 I. The City's total contribution of \$100,000 shall be applied towards the completion of  
11 the plan and design phase of the Rodeo Project and will be matched by the State's contribution of  
12 \$81,000 for the architectural design phase and the County's contributions \$19,000 for the planning  
13 phase on a dollar for dollar basis.

14 **Section 3. Findings.** The governing body hereby finds:

15 A. The City of Santa Fe has determined that it is in the interest of the welfare of the  
16 citizens of Santa Fe to enter into an amended Economic Development Project Participation  
17 Agreement for the purposes of effectuating its Economic Development Plan and the Project.

18 B. In compliance with the City's economic development ordinance, 11-11 SFCC (1987),  
19 the December 14, 2011 Project Participation Agreement and the amended Project Participation  
20 Agreement between Rodeo Property, Inc. and the City clearly state the following:

- 21 (1) The economic development goals of the project;
- 22 (2) The contributions of the City and Rodeo Property, Inc.;
- 23 (3) The specific measurable objectives upon which the performance review will  
24 be based;
- 25 (4) A schedule for project development and goal attainment;

- 1 (5) The security being offered for the City's investment;
- 2 (6) The procedures by which the Project may be terminated and the City's
- 3 investment recovered;
- 4 (7) The time period for which the City shall retain an interest in the Project; and
- 5 (8) A "sunset" clause after which the City shall relinquish interest in and
- 6 oversight of the project.

7 **Section 4. Approval and Adoption of Amended Project Participation Agreement.**

8 A. The governing body hereby approves amendments to the December 14, 2011 PPA

9 whereby the City's total contribution of \$100,000 shall be used towards paying for the completion of

10 the plan and design phase of the Project and will be matched by the State's contribution of \$81,000

11 for the architectural design phase and the County's contribution of \$19,000 for the planning phase, on

12 a dollar for dollar basis.

13 B. The amended Project Participation Agreement, attached hereto as Exhibit "E", is

14 hereby adopted.

15 **Section 5. Severability Clause.** If any section, paragraph, clause, or provision of this

16 Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder

17 shall for any reason be held to be invalid, unlawful, or enforceable, the invalidity, illegality, or

18 unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the

19 remaining portions of this Ordinance or the regulation so challenged.

20 **Section 6. Effective Date.** This Ordinance shall become effective immediately upon

21 adoption.

22 APPROVED AS TO FORM:

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GENO ZAMORA, CITY ATTORNEY

*M/Melissa/Bills 2012/Rodeo PPA*

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2013-\_\_\_\_

INTRODUCED BY:

A RESOLUTION

REPEALING RESOLUTION NO. 2012-1 RELATING TO THE OPEN MEETINGS ACT;  
ADOPTING THE STATE OF NEW MEXICO OPEN MEETINGS ACT BY REFERENCE;  
AND ADOPTING NOTICE REQUIREMENTS.

**WHEREAS**, the City of Santa Fe desires to repeal Resolution No. 2012-1 relating to the Open Meetings Act; and

**WHEREAS**, the City of Santa Fe desires to adopt the New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4 NMSA 1978, for purposes of compliance with state law; and

**WHEREAS**, the City of Santa Fe desires to adopt notice requirements for the City of Santa Fe's governing body and its agencies, commissions, committees or other policy-making bodies; and

**WHEREAS**, the City of Santa Fe is hereby giving its annual notice to the public of its determination, pursuant to Section 10-15-1(D) NMSA 1978 that seventy two hours notice prior to meetings and the meetings of its agencies, commissions, or other policy-making bodies is deemed by the City to be reasonable notice.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**

1 CITY OF SANTA FE that:

2       **Section 1.**       Resolution No. 2012-1 is hereby repealed.

3       **Section 2.**       The New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4  
4 NMSA 1978 is hereby adopted by reference and incorporated fully as if set out herein.

5       **Section 3.**       The notice requirements set forth below are hereby adopted.

6           A.       A minimum of 72 hours notice of all regular meetings of the governing body  
7 and its subordinate bodies shall be given in advance of such regular meetings. The date, time  
8 and place shall appear on an agenda and shall be made available to the public and news media  
9 through reasonable means including posting on the city's website. The agenda shall be filed,  
10 recorded and posted with the office of the city clerk.

11           B.       Regular meetings of the governing body shall be held on the second and last  
12 Wednesday of each month in two sessions: the afternoon session, which will begin promptly at  
13 5:00 p.m. for purposes of presentations, committee hearings, and approval of consent calendar  
14 items and the evening session, which will begin promptly at 7:00 p.m. for the purposes of  
15 hearing petitions from the floor, public hearings or matters of public importance. Regular  
16 meetings are normally scheduled to be held at the city council chambers of the municipal  
17 building of the city, located at Lincoln and Marcy streets, Santa Fe. In the event a study session  
18 is called, notice shall follow the same requirements of a special meeting as specified in  
19 Subparagraph C.

20           C.       A minimum of 72 hours notice of all special meetings of the governing body  
21 and its subordinate bodies shall be given in advance of such special meeting.

22           D.       Special meetings are normally held at the same place specified in Subparagraph  
23 B of this resolution. The date, time and place of the special meeting shall appear on the agenda  
24 made available to the public and news media through reasonable means including posting on the  
25 city's website. The agenda shall be filed, recorded and posted with the office of the city clerk.

1           E.     The governing body of the city hereby requires that every quasi-judicial  
2 committee, board or commission, including but not limited to the planning commission, historic  
3 design review board and board of adjustment, shall follow the same notice requirements as the  
4 governing body, and as provided in this resolution and the New Mexico Open Meetings Act.

5           F.     The governing body of the city hereby requires that all other boards,  
6 commissions, committees or other policy-making bodies shall follow the same notice  
7 requirements as provided by the New Mexico Open Meetings Act.

8           G.     The mayor or city council of the city may call, with, if possible, up to 24 hours  
9 notice, a meeting of the governing body, or any board, commission, committee or other policy-  
10 making body of the municipality to consider any matter that needs emergency treatment because  
11 of a clear and present danger to the health, welfare or safety of the people of the city. When  
12 possible, 24 hour telephonic notice will be given to all media who normally cover city meetings  
13 before the emergency meeting commences.

14 PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

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16  
17 ATTEST:

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

18  
19 \_\_\_\_\_  
20 YOLANDA Y. VIGIL, CITY CLERK

21 APPROVED AS TO FORM:

22  
23 \_\_\_\_\_  
24 GENO ZAMORA, CITY ATTORNEY

25 CAO/Melissa/Resolutions 2013/Open Meetings Act