



Agenda

FINANCE COMMITTEE MEETING
CITY COUNCIL CHAMBERS
JUNE 1, 2015 – 5:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. APPROVAL OF CONSENT AGENDA

5. APPROVAL OF MINUTES:

Special Finance Committee – May 14, 2015

Regular Finance Committee – May 4, 2015

CITY CLERK'S OFFICE

DATE 5/29/15 TIME 9:40am

FILED BY Yolanda Green

FILED BY [Signature]

INFORMATION ITEM

6. Status of City of Santa Fe's Cash and Investment Portfolio as of March 31, 2015.
(Helene Hausman)

CONSENT AGENDA

7. Request for Approval of City of Santa Fe Annual Investment Policy. (Helene Hausman)

8. Request for Approval of City of Santa Fe Annual Debt Management and Post Issuance Policy. (Helene Hausman)

9. Request for Approval of Budget Decrease in Revenue in the Market Station Fund 5856 in the Amount of \$57,579. (Helene Hausman)

10. Request for Approval of Budget Increase in Water Fund 5358 for the New Mexico Finance Authority (NMFA) Drinking Water Loan/Grant #4 in the Amount of \$85,257. (Helene Hausman)

11. Request for Approval of State of New Mexico Audit Contract – City of Santa Fe Financial and Compliance Auditing Services for Fiscal Year Ending June 30, 2015 (RFP #14/38/P); Accounting and Consulting Group, LLP. (Teresita Garcia)

12. Request for Approval of Road Impact Fee Credit Agreement – Improvements to Open Zia Road Rail Runner Station; Zia Station, LLC. (Theresa Gheen)



Agenda

**FINANCE COMMITTEE MEETING
CITY COUNCIL CHAMBERS
JUNE 1, 2015 – 5:00 P.M.**

13. Request for Approval of Amendment No. 2 to Legal Services Agreement – Legal Services Regarding Application of Public Service Company of New Mexico for Approval of San Juan Generating Station Units 2 and 3; Lewis Roca Rothgerber, LLP. (Marcos Martinez)
14. Request for Approval of Lease Agreement – Building 3002 at Santa Fe Municipal Airport; Occupy and Use for Office and Terminal Purposes during Construction of Permanent Facilities on Adjacent Parcels in Accordance with the Lease Approved by the Governing Body at its Regular Meeting on February 25, 2015; Jet Center at Santa Fe Real Estate, LLC. (Jon Bulhuis and Matthew O'Reilly)
15. Request for Approval of Amendment No. 1 to Professional Services Agreement – Bus Stop and Sidewalk Connectivity Assessment to Santa Fe Metropolitan Planning Organization and Budget Adjustment in the Amount of \$84,781 from Federal Grants; KFH Group, Inc. (Mark Tibbetts and Erick Aune)
16. Request for Approval of Amendment No. 1 to Professional Services Agreement – Extension of Life Link Rental Assistance Project; Life Link. (Alexandra Ladd)
17. Request for Approval of Procurement Under State Price Agreements – City-Wide Installation of Pavement Markings on Resurfaced Streets; San Bar Construction Corporation. (Rick Devine)
18. Request for Approval of Procurement Under State Price Agreements – City-Wide Installation of Crosswalk Pavement Markings at Nine (9) Intersections; San Bar Construction Corporation. (Randy Blake)
19. Request for Approval of Procurement Under State Price Agreement – City-Wide Sale and Purchase of Natural Gas; Continuum Retail Energy Services, LLC. (Nick Schiavo)
20. Request for Approval of Associated Costs in Resolution No. 2015-14 Regarding City of Santa Fe Green Bike Lanes Pilot Project at Paseo De Peralta/Don Gaspar, Camino Carlos Rey/Siringo and Camino Carlos Rey/Cerrillos Road and Video Detection System and Procurement Under State Price Agreement . (Ladd Lucero)
21. Request for Approval of Funding Recommendations from Human Services Committee for Nineteen (19) Human Services Providers for Fiscal Year 2015/2016 (RFP #15/33/P). (Terrie Rodriguez)



Agenda

FINANCE COMMITTEE MEETING
CITY COUNCIL CHAMBERS
JUNE 1, 2015 – 5:00 P.M.

22. Request for Approval of a Resolution Directing the Public Utilities Staff to Identify How the City of Santa Fe May Develop, Implement, Own, and Operate a Community Solar Program for the Benefit of the Citizens of Santa Fe. (Councilors Bushee and Ives) (John Alejandro)

Committee Review:

Sustainable Santa Fe Commission (approved)	05/19/15
Public Utilities Committee (approved)	06/03/15
City Council (approved)	06/10/15

Fiscal Impact – Yes \$1,000 in staff time – absorbed

23. Request for Approval of a Resolution Repealing Resolution No. 2007-31 Regarding the Membership, Duties and Responsibilities of the Sustainable Santa Fe Commission; Reestablishing the Sustainable Santa Fe Commission by Redefining the Scope, Purpose and Responsibilities of the Sustainable Santa Fe Commission. (Councilor Ives) (John Alejandro)

Committee Review:

Public Utilities Committee (approved)	05/06/15
Sustainable Santa Fe Commission (approved)	05/19/15
City Council (scheduled)	06/10/15

Fiscal Impact – No

END OF CONSENT AGENDA

DISCUSSION

24. OTHER FINANCIAL INFORMATION
25. MATTERS FROM THE COMMITTEE
26. ADJOURN

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

**SUMMARY OF ACTION
FINANCE COMMITTEE MEETING
Monday, June 1, 2015**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF AGENDA	Approved	2
APPROVAL OF CONSENT AGENDA	Approved [amended]	2
CONSENT AGENDA LISTING		2-3
APPROVAL OF MINUTES:		
SPECIAL FINANCE COMMITTEE – MAY 14, 2015	Approved	3
REGULAR FINANCE COMMITTEE – MAY 4, 2015	Approved	3
<u>INFORMATION ITEM</u>		
STATUS OF CITY OF SANTA FE'S CASH AND INVESTMENT PORTFOLIO AS OF MARCH 31, 2015	Information/discussion	4
<u>CONSENT CALENDAR DISCUSSION</u>		
REQUEST FOR APPROVAL OF CITY OF SANTA FE ANNUAL INVESTMENT POLICY	Approved	5
REQUEST FOR APPROVAL OF CITY OF SANTA FE ANNUAL DEBT MANAGEMENT AND POST INSURANCE POLICY	Approved w/direction to staff	5-6
REQUEST FOR APPROVAL OF STATE OF NEW MEXICO AUDIT CONTRACT – CITY OF SANTA FE FINANCIAL AND COMPLIANCE AUDITING SERVICES FOR FISCAL YEAR ENDING JUNE 30, 2015 (RFP #14/38/P); ACCOUNTING AND CONSULTING GROUP, LLP	Approved	7-8
REQUEST FOR APPROVAL OF ROAD IMPACT FEE CREDIT AGREEMENT – IMPROVEMENTS TO OPEN ZIA ROAD RAIL RUNNER STATION; ZIA STATION, LLC.	Approved	8-12

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
REQUEST FOR APPROVAL OF LEASE AGREEMENT – BUILDING 3002 AT SANTA FE MUNICIPAL AIRPORT; OCCUPY AND USE FOR OFFICE AND TERMINAL PURPOSES DURING CONSTRUCTION OF PERMANENT FACILITIES ON ADJACENT PARCELS IN ACCORDANCE WITH THE LEASE APPROVED BY THE GOVERNING BODY AT ITS REGULAR MEETING ON FEBRUARY 25, 2015; JET CENTER AT SANTA FE REAL ESTATE, LLC	Approved	12-13
REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – BUS STOP AND SIDEWALK CONNECTIVITY ASSESSMENT TO SANTA FE METROPOLITAN PLANNING ORGANIZATION AND BUDGET ADJUSTMENT OF \$84,781 FROM FEDERAL GRANTS; KFH GROUP, INC.	Approved w/direction to staff	14-15
REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT – CITY-WIDE SALE AND PURCHASE OF NATURAL GAS; CONTINUUM RETAIL ENERGY SERVICES, LLC	Approved	15-16
REQUEST FOR APPROVAL OF ASSOCIATED COSTS IN RESOLUTION NO. 2015-14 REGARDING CITY OF SANTA FE GREEN BIKE LANES PILOT PROJECT AT PASEO DE PERALTA;/DON GASPAR, CAMINO CARLOS REY/SIRINGO AND CAMINO CARLOS REY/ CERRILLOS ROAD AND VIDEO DETECTION SYSTEM AND PROCUREMENT UNDER STATE PRICE AGREEMENT	Approved	16-17
REQUEST FOR APPROVAL OF FUNDING RECOMMENDATIONS FROM HUMAN SERVICES COMMITTEE FOR NINETEEN (19) HUMAN SERVICES PROVIDERS FOR FISCAL YEAR 2015/2016 (RFP #15/33/P)	Approved [amended]	17-22

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
REQUEST FOR APPROVAL OF A RESOLUTION REPEALING RESOLUTION NO. 2007-31 REGARDING THE MEMBERSHIP, DUTIES AND RESPONSIBILITIES OF THE SUSTAINABLE SANTA FE COMMISSION; REESTABLISHING THE SUSTAINABLE SANTA FE COMMISSION BY REDEFINING THE SCOPE, PURPOSE AND RESPONSIBILITIES OF THE SUSTAINABLE SANTA FE COMMISSION	Approved	22-24
***** END OF CONSENT CALENDAR DISCUSSION *****		
<u>DISCUSSION</u>		
OTHER FINANCIAL INFORMATION	Information	24
MATTERS FROM THE COMMITTEE	Information/discussion	24
ADJOURN		24

**MINUTES OF THE
CITY OF SANTA FE
FINANCE COMMITTEE**
Monday, June 1, 2015

1. CALL TO ORDER

A meeting of the City of Santa Fe Finance Committee was called to order by Chair Carmichael A. Dominguez, at approximately 5:00 p.m., on Monday, June 1, 2015, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT:

Carmichael A. Dominguez, Chair
Councilor Signe I. Lindell
Councilor Joseph M. Maestas
Councilor Ronald S. Trujillo
Councilor Christopher M. Rivera

OTHERS ATTENDING:

Oscar S. Rodriguez, Director, Finance Department
Kelley A. Brennan, City Attorney
Teresita Garcia, Finance Department
Yolanda Green, Finance Department
Melessia Helberg, Stenographer.

There was a quorum of the membership in attendance for the conducting of official business.

NOTE: All items in the Committee packets for all agenda items are incorporated herewith to these minutes by reference. The original Committee packet is on file in the Finance Department.

3. APPROVAL OF AGENDA

MOTION: Councilor Maestas moved, seconded by Councilor Rivera, to approve the agenda, as presented.

VOTE: The motion was approved unanimously on a voice vote.

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Maestas, to approve the following Consent Agenda as amended.

VOTE: The motion was approved unanimously on a voice vote.

CONSENT AGENDA

7. *[Removed for discussion by Councilor Maestas]*

8. *[Removed for discussion by Councilor Maestas]*

9. **REQUEST FOR APPROVAL OF BUDGET DECREASE IN REVENUE IN THE MARKET STATION FUND 5856 IN THE AMOUNT OF \$57,579. (HELENE HAUSMAN)**

10. **REQUEST FOR APPROVAL OF BUDGET INCREASE IN WATER FUND 5358 FOR THE NEW MEXICO FINANCE AUTHORITY (NMFA) DRINKING WATER LOAN/GRANT #4 IN THE AMOUNT OF \$85,257. (HELENE HAUSMAN)**

11. *[Removed for discussion by Councilor Lindell]*

12. **REQUEST FOR APPROVAL OF ROAD IMPACT FEE CREDIT AGREEMENT – IMPROVEMENTS TO OPEN ZIA ROAD RAIL RUNNER STATION; ZIA STATION, LLC. (THERESA GHEEN)**

13. **REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO LEGAL SERVICES AGREEMENT – LEGAL SERVICES REGARDING APPLICATION OF PUBLIC SERVICE COMPANY OF NEW MEXICO FOR APPROVAL OF SAN JUAN GENERATING STATION UNITS 2 AND 3; LEWIS ROCA ROTHGERBER, LLP. (MARCOS MARTINEZ)**

14. *[Removed for discussion by Councilor Lindell]*

15. *[Removed for discussion by Councilor Maestas]*

16. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – EXTENSION OF LIFE LINK RENTAL ASSISTANCE PROJECT; LIFE LINK. (ALEXANDRA LADD)
17. REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENTS – CITY-WIDE INSTALLATION OF PAVEMENT MARKINGS ON RESURFACED STREETS; SAN BAR CONSTRUCTION CORPORATION. (RICK DEVINE)
18. REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENTS – CITY-WIDE INSTALLATION OF CROSSWALK PAVEMENT MARKINGS AT NINE (9) INTERSECTIONS; SAN BAR CONSTRUCTION CORPORATION. (RANDY BLAKE)
19. *[Removed for discussion by Councilor Maestas]*
20. *[Removed for discussion by Councilor Lindell]*
21. *[Removed for discussion by Councilor Lindell]*
22. REQUEST FOR APPROVAL OF A RESOLUTION DIRECTING THE PUBLIC UTILITIES STAFF TO IDENTIFY HOW THE CITY OF SANTA FE MAY DEVELOP, IMPLEMENT, OWN AND OPERATE A COMMUNITY SOLAR PROGRAM FOR THE BENEFIT OF THE CITIZENS OF SANTA FE. (COUNCILORS BUSHEE AND IVE AND LINDELL). (JOHN ALEJANDRO)
Committee Review: Sustainable Santa Fe Commission (approved) 05/19/15; Public Utilities Committee (approved) 06/03/15; and City Council (approved) 06/10/15. Fiscal Impact – Yes. \$1,000 in staff time – absorbed.
23. *[Removed for discussion by Councilor Rivera]*

END OF CONSENT AGENDA

**5. APPROVAL OF MINUTES: SPECIAL FINANCE COMMITTEE – MAY 14, 2015
REGULAR FINANCE COMMITTEE – MAY 4, 2015**

MOTION: Councilor Trujillo moved, seconded by Councilor Rivera, to approve the minutes of the Special Finance Committee meeting of May 14, 2015, as presented.

VOTE: The motion was approved unanimously on a voice vote.

MOTION: Councilor Trujillo moved, seconded by Councilor Rivera, to approve the minutes of the regular Finance Committee meeting of May 4, 2015, as presented.

VOTE: The motion was approved unanimously on a voice vote.

INFORMATION ITEM

6. STATUS OF CITY OF SANTA FE'S CASH AND INVESTMENT PORTFOLIO AS OF MARCH 31, 2015. (HELENE HAUSMAN)

A copy of a letter dated May 27, 2015, to the City of Santa Fe from Community Bank and New Mexico Bank and Trust, advising of their merger, is incorporated herewith to these minutes as Exhibit "1."

Helene Hausman presented information from her Memorandum of May 4, 2015, which is in the Committee packet. Please see this Memorandum for specifics of this presentation.

Ms. Hausman distributed copies of a letter dated May 27, 2015 from Community Bank and New Mexico Bank and Trust [Exhibit "1"].

Chair Dominguez said regarding the Bernalillo County audit, Ms. Hausman went through the exercise, not an audit.

Ms. Hausman said she took the audit the State did on Bernalillo County and used it as a barometer as to how she does things, because she hasn't had an audit standard for comparison. She said she will provide a report as to how we are doing relative to that standard, noting she sent it to Scott for review. Scott will then put a cover letter on it and then it will come to the Committee so you know they've taken a thorough look. She noted Bernalillo County lost millions of dollars, and she went through the exercise specifically to give herself comfort and this comfort that she was on top of everything.

Chair Dominguez said on Item #D of her Memorandum, she talks about First National asking for more cash investment.

Ms. Hausman said that was a surprise. She said she touches base periodically with the different banks to ask if they can accept more public funds, and First National Bank said yes, which she wasn't expecting. She spoke with him about the amount, and was told they could handle up to \$15 million. She said we're earning 22 at Wells Fargo and we're earning at 25 at First National, so it made sense to grab that additional interest.

Chair Dominguez asked if that the result of its reorganization.

Ms. Hausman it may be. She was told it made its quarterly report to the State look better.

Councilor Maestas asked Ms. Hausman if she made any changes as a result of her comparison.

Ms. Hausman said no. She said the only comment she had was she needs to finish getting her procedures written, because they're in draft form because she has no staff, but she wants to finish that. She said our investment policy is very tight, very conservative, and this Committee asks great questions of her and keep her on her toes.

CONSENT CALENDAR DISCUSSION

7. REQUEST FOR APPROVAL OF CITY OF SANTA FE ANNUAL INVESTMENT POLICY. (HELENE HAUSMAN)

Councilor Maestas said on packet page 11, Section 6.19, it says "The City's investment policy shall be adopted by Resolution of the City Council. He sponsored a Resolution to adopt the Investment Policy, and asked if we need to do another Resolution.

Ms. Hausman said no, this is just an annual renewal, noting that is her understanding with the City Attorney at the time.

Councilor Dominguez asked Ms. Hausman to provide that Resolution for inclusion in the Council packet when this goes to Council.

MOTION: Councilor Maestas moved, seconded by Councilor Lindell, to approve this request.

VOTE: The motion was approved unanimously on a voice vote.

8. REQUEST FOR APPROVAL OF CITY OF SANTA FE ANNUAL DEBT MANAGEMENT AND POST INSURANCE POLICY. (HELENE HAUSMAN)

Councilor Maestas said on page 2 of the Policy, the first objectives says, "Bonds shall be paid back within a period not to exceed and preferably sooner than the expected useful life of the capital project. He would like to include loans in the Policy as well.

Ms. Hausman said it does include loans, noting bonds is used as a generic term in the policy, and when the City did the loan with NMFA, that question was raised. It is a 12 year loan, and the standard they used was a 12-year depreciation schedule.

Councilor Maestas questioned whether the useful life of a bus is 12 years.

Ms. Hausman said it depends on where the bus is and how it is used, but that is the standard, noting the question was examined for that reason.

MOTION: Councilor Maestas moved, seconded by Councilor Lindell, to approve this request.

DISCUSSION: Chair Dominguez asked if there is a need to define this a little more.

Mr. Rodriguez said it can be changed, commenting it is clear that a loan would include bonds, but bonds doesn't necessarily include loans. So we can change it to loans.

Councilor Maestas asked if we can define useful life in the policy.

Mr. Rodriguez said when we get to that, the world of financing tries to stick to established standards, and in the depreciation of capital items there are more things that weigh-in than the way the City uses its capital equipment. He said there are buses 12 years and older, so that is the schedule that is used. If the Council would like to make this change, it can prescribe the number of years. He said if you tie it to the depreciable life of an asset like buses, a lot more people weigh into this. It would be proper for the Council to say for these items we deem them to be no more than these years.

Councilor Maestas doesn't want to dictate the life cycle of a capital asset to the point we're spending more money to keep it going.

Mr. Rodriguez said he will draft language for consideration before this goes to the Council, to the effect that the financing will not exceed a certain number of years for certain kinds of assets.

Ms. Hausman said this was the first time a capital asset was financed like this, and it was a learning opportunity for us. She said the bus purchase came up suddenly when it was discovered they weren't going to get federal money and it was put together quickly. There is always a learning curve when you do something like this, "so this is perfect."

Chair Dominguez asked if it is better to amortization over a longer period of time, noting you would have to look at the cost to maintain versus depreciation.

Mr. Rodriguez said it does give flexibility but it is appropriate to set as policy.

Councilor Maestas said the other issue is the debt service is being paid through the operational budget, and we shouldn't approve a debt instrument where the debt service is taken from the operational budget as with the buses. He would like to see language in this regard in the Policy.

Councilor Rodriguez said has pointed out a significant issue which is the question of taking, for example, \$1 million from the capital GRT to pay for salaries at the Southside Library, which is the same issue here.

Chair Dominguez said we will start talking about CIP issues in July. He said this is a general policy, and is concerned about the impact on water loans and such if the policy is too specific.

Councilor Maestas said he will get with Mr. Rodriguez and come up with some language.

Ms. Hausman asked, for clarification, if the intent is to change the language and then go to Council, or pulling it and considering it, and tackling it at another time.

Chair Dominguez said it should just move forward to the Council.

Mr. Rodriguez said at the time it goes to Council it will consider amending the Resolution.

VOTE: The motion was approved unanimously on a voice vote.

11. REQUEST FOR APPROVAL OF STATE OF NEW MEXICO AUDIT CONTRACT – CITY OF SANTA FE FINANCIAL AND COMPLIANCE AUDITING SERVICES FOR FISCAL YEAR ENDING JUNE 30, 2015 (rfp #14/38/P); ACCOUNTING AND CONSULTING GROUP, LLP. (TERESITA GARCIA)

Councilor Lindell asked how we select the auditor.

Teresita Garcia said they went out for an RFP for services and evaluated the RFP based on staffing, and then made a recommendation to the State Auditor, which was approved.

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

DISCUSSION: Councilor Maestas said Councilor Dominguez suggested using the annual audit to look at some of the related bond expenditures and financial issues. He understands the State Auditor said this is the recurring annual audit for the fiscal year. In the last year, we have been engaged in financial practices involving City force account labor for bond practices, noting the scope is already set in the agreement. He asked if there is latitude at the entrance conference to ask the auditor to look at the financial practices related to the Parks projects.

Ms. Garcia said the auditors will evaluate all audits performed and do a risk assessment and look into those details, so it will be part of the audit to go into items that were addressed such as procedures on budgeting or payroll to determine if it complies with GAP and internal controls. If there is a weakness there they will give a recommendation and finding.

Mr. Rodriguez said it is the obligation of the Auditor to take into account any other audits or anything that has been raised, and to incorporate that into the review. This was discussed specifically with the auditors going in and the State Auditor and it will be part of the normal auditing process. It is part of the normal auditing process.

Councilor Maestas asked if that would be in the management discussion and analysis.

Mr. Rodriguez said any audit in New Mexico is approved by the State Auditor, and they will look into the different areas, including the 2008 bond and all the issues raised by REDW, and respond.

Chair Dominguez asked, for example, if there was a Resolution or something to memorialize the Governing Body's wishes for the auditing team to recognize our concerns about the bonds.

Councilor Maestas said the 2012 bonds aren't in the Resolution calling for a special audit. He said we were lulled into acquiescing the process that started in 2008, and it's incumbent on us to see these issues are examined.

Ms. Garcia said everybody is invited to attend the entrance conference, and there is a GASB rule in which they do interviews and then set the audit plan. She said we can schedule the entrance conference and invite the Finance Committee and the City Council, noting the State Auditor has asked to attend as well.

Mr. Rodriguez said the role of the auditors to test our internal controls to see if our financial reports fairly report our financial activities and internal controls, and if so they will tell us. What was done by REDW was considerably different.

Chair Dominguez asked if the City has used this company before.

Ms. Garcia said this the second year of the Accounting Consulting Group, but the manager been with us for two years. And before then it was Atkinson who had it for 6 years and before that it was Moss Adams.

Ms. Garcia said, "To clarify, the contract is not with the City, it is with the State Auditor's Office."

VOTE: The motion was approved unanimously on a voice vote.

**12. REQUEST FOR APPROVAL OF ROAD IMPACT FEE CREDIT AGREEMENT –
IMPROVEMENTS TO OPEN ZIA ROAD RAIL RUNNER STATION; ZIA STATION, LLC.
(THERESA GHEEN)**

A draft *Roadway Impact Fee Credit Agreement* is incorporated herewith to these minutes as Exhibit "2."

Councilor Lindell asked where are we in the process.

Theresa Gheen, Assistant City Attorney, said she understands in 2011 a Resolution was adopted directing City staff to submit a request to the DOT to open the Zia Station for the Rail Runner Express Service, with an impact fee credit with the developer. She noted a copy is in the packet. They also entered into a license agreement with the developer for free use of the Zia Station. She was directed to draft this Impact Fee Credit Agreement, specifically as a roadway Impact Fee Credit Agreement. She has prepared a more up to date draft Agreement which includes the changes from the draft in the packet with track changes so you can see the changes that were made. Ms. Gheen provided a copy to the Committee [Exhibit "2"].

Responding to the Chair, Ms. Gheen said this just for the Roadway Impact Fee Credit Agreement.

Councilor Lindell asked if the City is giving the developer a credit to complete the work.

Ms. Gheen said, "My understanding of the process is that the City will provide the Roadway Impact Fee Credit on completion of the project and the developer meeting certain conditions..... which is on page 3, Item #2, which provides, '*Upon obtaining all City construction permits and completion of the Improvements, the Developer shall submit to the City Land Use Director "As Built" construction drawings and specifications and detailed document of actual costs incurred in constructing the improvements, as certified by a civil engineer. The documentation submitted shall be sufficient for the City Land Use Director to review and determine actual costs of each improvement. The City shall provide written acknowledgment to the developer of its verification of such costs. Once that written acknowledgment from the City has been*

provided, it will be incorporated into this agreement as Exhibit C. In no event will the amount of Roadway Impact Credits exceed \$300,000' and \$300,000 is the amount that was most recently adopted in the Capital Improvements Plan 2020 that was adopted August 27, 2014.

Ms. Gheen said, "Item #3, the Road Impact Fee Credits – Date of Allocations, provides that those improvements listed in Exhibit C, after the City has provided written acknowledgment of the actual costs, the Developer shall be credited by the City to the Developer at such time as Developer reaches "substantial completion".... and the Developer submits the "As Built" drawings and specification and the City verified the actual construction costs. So the credit will be provided after the construction and the City verifies the actual construction costs, and in no event will it be more than \$300,000 as provided in the Capital Improvements Plan."

Councilor Lindell said she understands what is being done, but she doesn't know what the reasoning was to do this.

Chair Dominguez said his sense is it's nothing different than what we've done for other projects.

Ms. Gheen said that her understanding.

Responding to the Chair, Ms. Gheen understands in 2011 when the Resolution was adopted directing staff to draft an Impact Fee Credit Agreement, it was a Council decision at that point to move forward with this. She said she can go back and reread the transcript if they would like.

Councilor Maestas sees this as an incentive for the improvements to open the Zia Station. He asked why wouldn't we just grant a waiver of the Impact Fee rather than a credit.

Ms. Gheen said there are legal implications regarding a waiver versus a credit, and she is unsure if the City can do a waiver in this case, but she will have to do her due diligence to give him a correct legal answer.

Councilor Maestas said we have a 50% waiver of impact fees in place, due to expire in February 2016. He asked if the credit is consistent with the existing policy on impact fees, and asked Ms. Brennan to set him straight.

Kelley Brennan, City Attorney, said "I'm not sure I can set you straight, but I believe it is calculated at the time it's.... in other words it's assessed at the time, so whatever applies at the time it is assessed is what applies. I think, I'm not sure, it may sunset by the time this is established, but I'm not sure. And I can say it was created as an incentive. The waiver that you're talking about is really an across-the-board applicable to all projects that establishes the amount. This was, I think, supported by the Council as an incentive to open the station, help development in the area, enhance the transit goals of the City and things like that."

Councilor Maestas said then you're not sure if the amount of credit would be – the full impact or 50% which is the current policy. So you're saying this deal preceded the Council voting to waive impact fees.

Ms. Brennan said, "No. I believe when the impact fee is established, so it may be before or after, I don't know, the 50% sunsets. I think that's when it's established, as Theresa said, I think it comes sort of at the end of the construction process, and that's when it's calibrated."

Councilor Maestas said so when we get the "As Built" drawings that's when we apply the credit, so if that happens before February 2016 when the 50% waiver expires, then he only gets a 50% credit on the impact fee.

Ms. Brennan said, "No. No. I think that the waiver establishes what the impact fees are. So whatever the impact fees are, they get a credit up to \$300,000, I think is what you said, or is it \$180,000."

Ms. Gheen said, "The most recent credit impact assessment for that was \$300,000."

Ms. Brennan said, "And so they can only get up to \$180,000 in any event, isn't that correct. That the Council approved \$180,000 credit. I think it's straight numbers when the moment comes."

Councilor Maestas wants to be sure we're not giving him too much of a credit and it reflects our current policy on impact fees.

Ms. Brennan said, "Yes, and I think it has to, absolutely. I just can't tell you which one that is. I can't tell you whether it's established then or in the future, past that February date."

Councilor Maestas said he thinks the trigger would be when the As Built forms are provided.

Ms. Brennan said, "I believe that is the trigger."

Councilor Lindell she isn't clear about this, and until there is clarity on the 50% in effect now, or an exact time frame, depending on what the Council does, she needs more clarity to support this.

John Romero, Traffic Engineer, said, "So I don't technically handle impact fees, but I often assess them as part of traffic study to development. So the way it work with this is the cost of the proposed improvements they come up with, say it's \$270,000. That's what they're allowed to be credited, so that is kind of held in a piggy bank. Then when they apply for a building permit, whenever that is, based on whether there's a 50% reduction, I think that only applies to residential, whatever is assessed at the time they apply for a building permit, they can pull money out of the piggy back. Say the development as a whole, total impact fees may be \$500,000, well they'll get credited at \$270,000, they'll still owe \$230,000 of impact fees. The 50%, whether it happens or not, applies to the assessment of the impact fees. The credit is a credit that's held on the side to be applied however that assessment is determined, depending on when the building permit is pulled, but it's applied at building permit."

Councilor Lindell said this is a credit of \$300,000, no matter what.

Mr. Romero said it is up to \$300,000, depending on the cost of the improvements will be. He said they will come up with a cost estimate that Land Use will approve, and they come up with their letter of credit, so it's based on that, although it may be tweaked based on actual. It will be based off the design which hasn't been generated formally.

Councilor Lindell said the best guess estimate is \$150,000 from what sees in a letter from Mr. Brown to Mr. Snyder.

Mr. Romero said he can't speak to the cost. He was just trying to clarify the process for her.

Chair Dominguez said he doesn't want to hear from Mr. Brown until the staff and Committee understand this.

Councilor Lindell said the letter indicates \$150,000 best guess.

Ms. Gheen said the amount in the letter was based on an estimate made in 2011, and based on the Resolution adopted in 2014, the Impact Fee Capital Improvement Plan for 2020, had a cost estimate of \$300,000, so there is a lag of a couple of years there.

Chair Dominguez said in many ways, it is not different from any other credit we've given to a project, it's just that this is more detailed or has a separate agreement.

Ms. Brennan said, "I believe there's always an agreement. I think this really is the will of the Council to move it forward, and they actually directed that we enter into one of the agreements, and directed us to prepare another one. And the one that was to be prepared is the one before you now, because we didn't have direction to execute it."

Chair Dominguez said it's an extra "hoop" if you will that the Governing Body imposed back in 2011, so the agreement has to come before us, and not be agreed to by staff the way other credits are dealt with.

Ms. Gheen said that is correct.

Councilor Rivera said there is an agreement in the packet approved for substance and form by the City Attorney, and we were handed a new one that looks like it is still in the discussion phase. He asked if there is a timeframe for approval of the new agreement by the Attorney's Office.

Ms. Gheen said it can be done in 30 seconds. She doesn't believe there are any major changes, it's been updated based on the most recent information to make this agreement the most relevant to the project at hand. There are some strikeouts that don't apply to this project as "I now understand it."

Councilor Rivera said then you have reviewed it thoroughly.

Ms. Gheen said, "Yes, I have read this, and at this current moment, I'm willing to sign as being approved by the attorney's office."

Councilor Maestas asked if the Council will have input into the design.

Chair Dominguez said part of what we decided back then was that the Governing Body was going to follow Chapter 14 procedures, but back then the Governing Body wanted to scrutinize a little more. So they created a series of hoops for the developer. He said if the improvements are more than \$300,000, the developer has to "basically eat those costs, I think."

Councilor Maestas said in Mr. Brown's letter, he says if it exceeds the \$150,00 best guess, that's a trigger to renegotiate the amount of the performance guarantee amount he wants the City to agree to. He asked we should agree to the \$150,000 ceiling. He said perhaps our reply should be that there will be no renegotiation of the performance amount and broaden it up to \$300,000. He thought the commitment to put \$150,000 was stricken.

Ms. Gheen said she did strike it out, and didn't think it was relevant.

Ms. Brennan said, "The Council has taken action and approved certain amounts, and ordinances by which we typically, these advance, in accordance with those procedures. If they want to reopen negotiations they can propose that and the Council would make the decision. We frequently get those kinds of statement that don't actually affect the outcome, or sometimes they do."

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

DISCUSSION: Chair Dominguez would like to do a little more work to get more history before it goes to Council, that would be helpful. He is having trouble remembering everything we did back then.

Ms. Brennan said, "Matt O'Reilly will be here and can answer these questions."

VOTE: The motion was approved on a voice vote, with Councilors Rivera, Trujillo and Maestas voting in favor of the motion, no one voting against, and Councilor Lindell abstaining.

14. REQUEST FOR APPROVAL OF LEASE AGREEMENT – BUILDING 3002 AT SANTA FE MUNICIPAL AIRPORT; OCCUPY AND USE FOR OFFICE AND TERMINAL PURPOSES DURING CONSTRUCTION OF PERMANENT FACILITIES ON ADJACENT PARCELS IN ACCORDANCE WITH THE LEASE APPROVED BY THE GOVERNING BODY AT ITS REGULAR MEETING ON FEBRUARY 25, 2015; JET CENTER AT SANTA FE REAL ESTATE, LLC. (JON BULTHUIS AND MATTHEW O'REILLY)

A draft Amendment No. 1, Santa Fe Municipal Airport Lease Agreement, Jet Center at Santa Fe Real Estate, LLC, is incorporated herewith to these minutes as Exhibit "3."

Councilor Maestas said we have approved the lease and there is a Property Access Agreement in the packet, but the caption says you are requesting that we approve a Lease Agreement.

Jon Bulthuis said it is a request to approve the Lease Agreement, and Ms. Brennan will speak to that.

Ms. Brennan said, "We are looking for approval of an Amendment to the Lease Agreement. As you know, you enacted the lease, it was executed and became effective after the 45-day period. Part of the language of the lease related to Building 3002 on a parcel which was then leased by Landmark. And the lease provided that we would take pre-paid rent on Parcels B, C and D, pay off the remaining amount due on Building 3002, and take possession of those premises. And we undertook, 'Thereafter the Lessor may, but need not lease to the Lessee any or all of Parcel A and any rights appurtenant thereto, including without limitation, the exclusive right to use the ramp areas located west of Building 3002, all upon such conditions as we agreed on.'"

Ms. Brennan continued, "And they approached us and asked to lease Building 3002. They were going to put a temporary terminal, a temporary modular building on one of the parcels to act as the terminal and office. The costs were difficult and it made staging the construction difficult on the parcel. And so we said, well we would love for you to accelerate construction, we have the right to lease the building to you, and we would consider doing it if you will accelerate the construction, because by removing that obstacle it should be faster, plus we hope to occupy that building in a few months and so we have to have space, can you share the space. And they said we'll put a modular building over for you to occupy and take in any tenants and will make improvements to this. So the Property Access Agreement was permitting them to drop the modular on City property and that has happened."

Ms. Brennan continued, "And now, we're just fulfilling the terms through an amendment to the lease, rather than a separate lease for the short term rental of Building 3002. And I apologize that the amendment was not in your packet, but I just didn't get to it before the packet deadline which has gotten quite far from the actual event."

Councilor Maestas said this makes sense to him. He said between now and the next policy action, the caption will be amended. He agrees with the incentive and supports this, and asked that the Amendment to the Lease Agreement be included in future packets.

Ms. Brennan said it will be before Public Works on Monday, and it will have the contract in it, but not a background.

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

VOTE: The motion was approved unanimously on a voice vote.

15. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – BUS STOP AND SIDEWALK CONNECTIVITY ASSESSMENT TO SANTA FE METROPOLITAN PLANNING ORGANIZATION AND BUDGET ADJUSTMENT OF \$84,781 FROM FEDERAL GRANTS; KFH GROUP, INC. (MARK TIBBETTS AND ERIK AUNE)

Councilor Maestas said since we're going to do this, will we look at underserved areas a route goes through and determine if we need to establish a new stop, noting there was no language to that effect in the PSA.

Mr. Bulthuis said he can communicate this to the MPO staff. He said the intent to focus on the last mile, so from the bus stop to wherever the origin or destination may be. He concurs that we need to make sure the stops along the route makes sense.

Chair Dominguez noted he Chairs the MPO Transportation Policy Board, and at the MPO meeting on Thursday, that is exactly what this is intended to do, to look at not only the condition of pedestrian access to the bus stop, as well as how it impacts or the need to change location of some of those bus stops. He agrees it isn't specific in the agreement, but that was part of the intent at the MPO last week.

Councilor Maestas said people who relied on public transportation years ago have been pushed out of the City, and probably rely on the RTD service into the City. He asked if at some point we will be looking at those connections, the RTD rural to City route and how they connect with our inner City routes.

Mr. Bulthuis said that's a little different than this plan. The RTD just did its regional service plan, and the City, through the MPO, is doing its MPO Transit Plan, so those do dovetail. He believes the interface, whether here on Sheridan or at the Southside Transit Center, all partners and service providers are being included in the design meetings so that connection can happen at that level. In terms of service design, our representation on the Board of the NCRTD offers a forum for that. It does have a different Board of Directors than we have, it's not the City Council, so they may make decisions that don't completely align with what we're doing, but that communication is definitely happening.

Councilor Maestas said those are the only two RTD interfaces we have in terms of services through the transit centers.

Mr. Bulthuis said there also is the South Capitol Center where the Rail Runner's first stop is, and the downtown and Southside Transit Centers.

Councilor Maestas asked if they are looking at the need for additional interfaces, because 3 for a city of 80,000, probably isn't a lot. He said this is off-topic, but he can talk about this with Mr. Bulthuis off line.

Mr. Bulthuis said another they are working on is the Indian Hospital at 2nd Street and Cerrillos Road where RTD does provide direct service, and the City is working with the DOT to invest funds to make that stop more accessible for all.

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

DISCUSSION: Councilor Rivera noted the initial memo was emailed via Kate Noble, so he emailed her for clarification and she is out. He received an email from Eric, trying to figure out how the BAR and the funding for the \$84,781 was working out, and he never received an answer to his satisfaction. The funding calls for the \$84,781, but the BAR at the packet is \$95,176, and again didn't get an answer to his satisfaction. He is unsure if this should come back or if we should move it forward hoping to get that answer, and "with you as the Chair of the MPO, I'll leave it up to you."

FRIENDLY AMENDMENT: Chair Dominguez said he believes this is time sensitive. He said if it is not time sensitive, he would ask Mr. Rodriguez to contact Mark Tibbetts to see if it is time sensitive, and if not, we can bring it back to Finance and ask him to come and speak to it. Is the Committee okay with that, commenting he has no problem in bringing it back if it's not time sensitive, but he believes it is. **THE AMENDMENT WAS FRIENDLY TO THE MAKER AND SECOND AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE COMMITTEE.**

VOTE: The motion, as amended, was approved unanimously on a voice vote.

19. REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT – CITY-WIDE SALE AND PURCHASE OF NATURAL GAS; CONTINUUM RETAIL ENERGY SERVICES, LLC. (NICK SCHIAVO)

Councilor Maestas said he understands and agrees with the request, and asked if we should specify an option, noting staff is recommending Option 1 on packet page 2. The City does have another option to consider, and that's the reasonable price option.

Nick Schiavo said it is up to the Committee, noting he included the options that come with this agreement through the State Price Agreement. He said, "I don't believe we've ever, through Option 2, tried to hedge. Option 1 has been yielding a 12.5% savings over New Mexico Gas Company. I guess if you are feeling particularly conservative you could go with the fixed of 8%, but again it's up to this body."

Councilor Maestas doesn't want to tie their hands, and if you are accustomed to having that latitude to decide the rate within the context of the Agreement he is find with that. He said you presented two options, but you didn't ask us to pick an option.

Mr. Schiavo said, "This is always how I've always presented it. It's a good question. I've always worked with the Finance Director and taken a look at what's there and tracked what's gone on in the past. If I felt like Option 1 was going to be a bad deal for us, again that's the one I'm recommending, then I would push this to the other option. And we have the opportunity to go at the beginning of each calendar year to make that change. But again, my recommendation at this point would be to go with Option 1. I think we'll see certainly 10% and possibly as high as 12% savings.

MOTION: Councilor Maestas moved, seconded by Councilor Trujillo, to approve this request and choose Option 1 under this price agreement.

VOTE: The motion was approved on a voice vote, with Councilors Lindell, Trujillo, Maestas and Rivera voting in favor of the motion, none voting against and Chair Dominguez absent for the vote.

20. REQUEST FOR APPROVAL OF ASSOCIATED COSTS IN RESOLUTION NO. 2015-14 REGARDING CITY OF SANTA FE GREEN BIKE LANES PILOT PROJECT AT PASEO DE PERALTA;/DON GASPAR, CAMINO CARLOS REY/SIRINGO AND CAMINO CARLOS REY/ CERRILLOS ROAD AND VIDEO DETECTION SYSTEM AND PROCUREMENT UNDER STATE PRICE AGREEMENT. (LADD LUCERO)

Councilor Lindell said on the proposal from SanBar the total pavement markings at \$18,000, and the proposed total is \$24,000.

John Romero, Traffic Engineer, said on the first page the Traffic Control is in the amount of \$5,850, and then all of the materials is \$18,463, which totals to about \$24,000.

Councilor Lindell said some of this looks a little pricey compared to the items that were in 17 and 18, where we used the State Price Agreement for the pavement and crosswalk markings. She said that is thermoplastic and asked if it is possible to do this with a painted product.

Mr. Romero said they looked at several products and thermoplastic was the only one to date that we found a vendor with contractors who can apply it in this are. We talked to some of the tape vendors and they didn't make green. The same vendor that makes the thermoplastic makes a paint, but it wasn't much cheaper and a lot had to do with the fact that it was labor intensive. You had to keep traffic control for longer and it took more rolling and screening and taping off and all that kind of stuff. So it was marginally cheaper, but they said the thermoplastic was more durable and we decided to go with that because it would be in areas with a lot of wear. Another company that will spray an epoxy resin with some glass beads, and we're been talking to them. We are working to get them to do a free application, so in the event something fell through, he wanted something available. He reiterated they are going to get the epoxy resin with glass beads done for free.

Councilor Lindell asked if green is the standard color for bicycle lane projects.

Mr. Romero said in addition to it being specified in the Resolution, it is a standard of the Federal Highway Administration for the color that can be applied behind bicycle lanes.

Councilor Lindell wished him success in getting the other product for the City, which would be a lot of savings. She thanked him for being willing to pursue something other than what is being presented.

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

VOTE: The motion was approved unanimously on a voice vote.

21. REQUEST FOR APPROVAL OF FUNDING RECOMMENDATIONS FROM HUMAN SERVICES COMMITTEE FOR NINETEEN (19) HUMAN SERVICES PROVIDERS FOR FISCAL YEAR 2015/2016 (rfp #15/33/P). (TERRIE RODRIGUEZ)

Councilor Lindell said she isn't in any way critical of the way this was done, nor is she saying anyone on the list is not deserving, and don't provide great service to the Community. However, in the last year we've had a lot of discussion, and we've spent a lot of time, and staff time working on the Interfaith Community Shelter. She has a lot of concern that we are funding it at \$30,000 less than last year. She said we're not following through on a project that has given us a fair amount of heartburn. She attended some of the meetings, and Ms. Rodriguez did a marvelous job and it wasn't easy. We have a neighborhood that feels very put-upon. The Interfaith Shelter group provides a service to the community, and she is concerned at the cut in funding, noting at the end of the year we received multiple requests for the shelter to stay open past 7:00 a.m., noting we provided an additional \$12,000. She is deeply concerned that the funding could be cut. She asked if the funding amounts are already set and have these organizations that they will receive this amount of funding. She asked if there is time to reconsider the funding levels.

Chair Dominguez asked the rationale for the level of funding.

Ms. Rodriguez gave a brief history and overview of the Interfaith Shelter since its inception. She said the Shelter was to the point that it hired a staff and was poised to begin receiving funding from other funding services, noting this year they are receiving Federal Homeless Shelter funds of \$50,000 to use toward the general operations, as well as receiving funds from other grant sources. They moved from the infancy level of a non-profit to the next level, which will continue. She said in addition to the Human Services Fund, they received funding from her general budget.

Ms. Rodriguez said this is a recommendation which comes to the Governing Body which can make recommendations or changes in funding. She has the funding in her budget this year and she hasn't allocated it to the Shelter, and anticipates having it for other purposes, and is willing to use that funding. She said it would be quite a process to have to go back through all the recommended funding and recommend cuts. She said nothing is set in stone, it is before this body to make those recommendations.

Ms. Rodriguez said the rationale for the reduced funding is they appeared to be at a new level of development, and also there were additional requests for funding which were considered including Somos un Pueblos Unidos and Esperanza which received some funding, and the DAPA/DACA Collaborative which wasn't recommended for funding.

Councilor Lindell said, regarding the Food Depot and Feeding Santa Fe, these are two programs that appear to be similar, and asked if there is a duplication of cost with those programs.

Ms. Rodriguez said Food for Santa Fe now Feeding Santa is a drive-through pantry and operates every week, and give out 900 to 1,200 bags of food every Thursday, so it is an actually a food pantry. The Food Depot is way beyond that, and will provide a bag of food to somebody who asks, but their job is to provide large amounts of food to the Food Pantries. There are 75 organizations to which they provide in Santa Fe as well as 9 northern counties, so they do a huge job in Northern New Mexico. She said Food for Santa Fe is completely a volunteer operation with no paid staff so the \$18,000 pays for fresh fruits and vegetables and eggs.

Councilor Lindell reiterated her concerns about cutting \$30,000 from the Interfaith Shelter.

Chair Dominguez said he appreciates the work these organizations do. He said the intent is to remove the politics from the process and the reason for the different criteria. He said there are challenge for the Shelter to utilize the funds effectively.

Ms. Rodriguez said the \$30,000 is not an inappropriate amount to request, because of our experience in January and February when the neighbors were asking for the facility to stay open past 7:00 a.m. She has no problem with the Shelter's administration to use those funds effectively, because she knows it would be used for staffing. Responding to the Chair, Ms. Rodriguez said the funding for Human Services is set at 2% of the GRTs by Ordinance.

Chair Dominguez asked if the Ordinance is such that it will be necessary to take funds from each of the organizations to give to the Shelter, and Ms. Rodriguez said no.

Councilor Rivera said he likes Chair Dominguez's remark about taking politics from the process, and any one of the organizations would benefit from an additional \$30,000. This is the reason this Committee is set up to make these decisions and take it out of our hands.

Councilor Rivera said he has been getting a lot of calls about the budget process, and taking money from Water this past year to balance the budget. He said even though he has been given a hard time about it, this is the reason he is okay with this. He said if we weren't using money from water to balance the budget, we're looking at cuts potentially of all the programs listed which help the neediest Santa Feans we have. He isn't ready to make that stand, noting a City's job is to provide those essential services, and there will be a huge argument about which one of these stays and which one goes. If we're going to tighten our belts and living within our means, we're going to have to make these kinds of tough decisions.

Councilor Maestas likes the recommendations. He noted \$10,000 was recommended for Catholic Charities, it is the DACA collaboration which is stuck in the Courts under a Federal District Court Injunction, and we don't know if it will be lifted. He doubts that Congress will take action. These funds can't be spent until the program clears the Courts. It could be premature to earmark \$10,000 for a program that doesn't quite exist. Additionally, regarding the Immigrant Law Center, we don't have a long history of providing these services and the request doubled, but you're only funding at \$25,000. Obviously the need is increasing and we don't have a long history of providing that organization with funding.

Councilor Maestas said he has a "soft recommendation," for Ms. Rodriguez, in the future for these kinds of services, it might be better to partner with MALDEF, instead of the New Mexico Immigrant Law Center. They have a broad funding base, and better able to leverage a greater amount of funding, noting MALDEF provides the identical services as the New Mexico Immigrant Law Center.

Councilor Maestas reiterated that the funds of \$10,000 for Catholic Charities is for a program still under a Federal District Court Injunction, so that \$10,000 is just going to sit that. It's part of the DAPA/DACA collaboration.

She said both DAPA/DACA [the Dreamers], are both being held by the injunction.

Chair Dominguez said we just approved a Resolution in support of DAPA/DACA.

Councilor Maestas agreed saying he supports it wholeheartedly, but realistically, there can be no application because the program is under an injunction. He said there is a reserve of \$70,000.

Ms. Rodriguez said that is at \$50,000 and is her crisis fund.

Councilor Maestas said he is willing to support zeroing out Catholic Charities and moving those funds to the Shelter.

Chair Dominguez said we don't know how long the injunction will last.

MOTION: Councilor Lindell moved, seconded by Councilor Trujillo, to approve this request, with direction to staff to find a way to restore the balance of funding to the Interfaith Shelter, with a recommendation to reallocate funds from Catholic Charities to the Interfaith Shelter, and if the injunction should be lifted, then leave it to Ms. Rodriguez to find the balance of the funding from her budget to make up the \$30,000.

DISCUSSION: Councilor Lindell said we're setting ourselves up for more problems by reducing those funds, and we know we made a difference in the neighborhood in keeping the shelter open for two more hours a day, and asked Ms. Rodriguez if she agrees.

Ms. Rodriguez said yes, noting the process at the beginning of the year was to address some of the immediate needs, and it is a critical service for the City to continue to fund. There is the opportunity to look at creating a bigger way of addressing peoples' needs, which is a campus St. Elizabeth's has brought forth to the Mayor and it only makes sense to have the Interfaith Shelter there as well which could give the neighbors the relief they are asking for in the long term – which was to move it out of their neighborhood.

CLARIFICATION OF THE MOTION BY THE CHAIR: Chair Dominguez said as he understands, the Motion and Second is to approve this request, to take \$10,000 from Catholic Charities to apply to the \$100,000 currently allocated to the Interfaith Charities, to restore the funding to \$130,000, and to make the contingency monies available to Catholic Charities in the event the injunction is lifted. **Councilor Lindell said this is correct.**

Councilor Rivera asked if the \$884,000 in grants is the 2% of the GRTs required by Ordinance.

Ms. Rodriguez said this is the amount they can rely on for the coming fiscal year, noting it could be more, but this is the amount Budget felt comfortable with allowing me to allocate definitely.

Responding to Councilor Rivera, Ms. Rodriguez said she has \$50,000 in her budget which she is counting on as the crisis response fund. She said if she has to come up with the money, that's where she would get those funds.

Councilor Rivera said there's nothing to say that we could get to mid-year so we could have a better idea of the GRTs, but the money in her budget can be moved anytime in the fiscal year.

Ms. Rodriguez said this is correct.

Councilor Rivera said he hates getting politics involved, because each organization that wasn't fully funded is deserving of additional funding.

Councilor Maestas said we should be as definitive as possible and be clear what we want.

Councilor Maestas noted that St. Elizabeth's was funded at \$90,000 in the last fiscal year, and they requested \$150,000 and they're going to get \$90, which is the *status quo* funding. However, the Interfaith Shelter was funded at \$247,000 took a hit to \$100,000. He asked why the disparity in terms of relative funding.

Ms. Rodriguez said she tells people to request what they need, noting St. Elizabeth's consistently asked for \$150,000 and has never requested \$247,000, which was done in anticipation of other funding. She noted this year's funding was hit by 3 new requesters.

Councilor Maestas asked if Ms. Rodriguez gets the balances which remain at the end of the year from the allocations and if that is subject to reallocation, or do all the non-profits spend everything down by the end of the fiscal year – do you have any carry-over balances.

Ms. Rodriguez said no, noting she had one carry-over balance two years ago, and she hasn't had another one in the 10 years she has worked there.

Councilor Maestas doesn't want to take away from the crisis fund to make up the \$130,000, or leave it to staff to make that decision.

Chair Dominguez agrees, asking where will we get the \$20,000 if we don't give that direction.

FRIENDLY AMENDMENT: Councilor Maestas would like to amend the motion to set funding at \$115,000 for the Interfaith Shelters, and get \$5,000 from reserves and reallocate the \$10,000 from Catholic Shelters to Interfaith Shelters. **THE AMENDMENT WAS NOT FRIENDLY TO THE MAKER.**

Councilor Maestas said he can't support the ambiguity in the motion, nor raid the crisis funds to that extent.

Chair Dominguez said we need to be specific about the source of funds. If not, Ms. Rodriguez will go to the Finance Director.

Mr. Rodriguez said if there are additional resources he will let the Committee know and at that point they can say how they want it to be spent. He said he promises he won't play the game "go find it and don't let me know, I don't want to hear how you did it."

Chair Dominguez asked the source of the additional \$20,000.

Mr. Rodriguez said at this point, there is no additional \$20,000 to put into it, unless we are specifically directed by the Council to find those additional resources. There are potential resources through the General Fund, one of which is to complete the accounting for water and wastewater. He said he and Mr. Schiavo have a friendly disagreement in that \$900,000 is what is already being transferred in terms of these 19 odd positions, but he believes it will be less. Perhaps that might be the time to look for additional resources to put into this effort or wherever you would like.

Chair Dominguez said he has a lot of the same feelings as Councilor Maestas. There is no doubt additional monies are needed to go to the Interfaith Shelter. However, as Councilor Rivera said, that could go for all of these organizations. He said how uncomfortable this discussion may be, when we get into priorities in terms of potential cuts, it is nowhere near as intense as those discussions will be. He asked how to priority some of the very real needs of our community in addition to shelter – food, domestic violence and the other things other communities are facing. He said he won't be able to support the motion unless it is more specific.

Councilor Maestas said we are funding requests of \$65,000 we didn't fund last year, so we clearly are expanding services, and it would be unreasonable to expect *status quo* for everybody.

VOTE: The motion failed on the following Roll Call vote:

For: Councilor Lindell, and Councilor Trujillo.

Against: Councilor Maestas and Councilor Rivera.

The resulting vote was a tie vote, and the Chair voted against the motion.

MOTION: Councilor Maestas moved, seconded by Councilor Rivera to approve this request, with one change allocating the \$10,000 earmarked for Catholic Charities, and add that to the Interfaith Community Shelter Group, to increase the funding for the Interfaith Shelter to \$110,000, and if the DACA/DAPA program be lifted, the \$10,000 would be restored to Catholic Charities from Ms. Rodriguez's crisis fund.

DISCUSSION: Ms. Rodriguez asked for clarification if Councilor Maestas wanted the funding to be \$115,000 with \$5,000 from cash reserves.

Councilor Maestas said no, the motion stands.

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

For: Councilor Maestas, Councilor Trujillo, Councilor Rivera and Councilor Lindell.

Against: None.

Explaining her vote: Councilor Lindell said, "Reluctantly, yes."

- 23. REQUEST FOR APPROVAL OF A RESOLUTION REPEALING RESOLUTION NO. 2007-31 REGARDING THE MEMBERSHIP, DUTIES AND RESPONSIBILITIES OF THE SUSTAINABLE SANTA FE COMMISSION; REESTABLISHING THE SUSTAINABLE SANTA FE COMMISSION BY REDEFINING THE SCOPE, PURPOSE AND RESPONSIBILITIES OF THE SUSTAINABLE SANTA FE COMMISSION (COUNCILOR IVES). (JOHN ALEJANDRO) Committee Review: Public Utilities Committee (approved) 06/06/15; Sustainable Santa Fe Commission (approved) 05/19/15; and City Council (scheduled) 06/10/15. Fiscal Impact – No.**

Councilor Rivera said he had hoped the sponsor would be here, but Mr. Alejandro can relay these if he doesn't get a chance to talk to him.

Councilor Rivera said on Resolution page 2, line 20, it says that part of the purpose of this is to "encourage the City's economic growth." He agrees there could be potential economic growth, but he is concerned we are sort of crossing lines between this committee and what the Business & Quality of Life Committee has been tasked to do. He said under Duties and Responsibilities, there is nothing that really addresses economic development, which includes appointments to the Committee as well. He said on Resolution page 2, line 24, it says, "benefit the environment and the people of Santa Fe." On Resolution page 3, line 3 4, it says, "...reduce the City's negative impacts on the environment, and on lines 8 and 9 it says, "environment, energy, water, land use, waste management, recycle, and/or sustainability related fields..." It doesn't mention anything about economic growth with membership or the duties of the Committee itself, which concerned, and asked Mr. Alejandro to relay that to the sponsor, and he will talk with him himself to weed that out.

MOTION: Councilor Rivera moved, seconded by Councilor Maestas, to move this forward without recommendation, and allow Councilor Rivera time to talk with the sponsor.

DISCUSSION: Councilor Maestas said when Mayor Coss presented short term recommendations on behalf of the Climate Action Task Force he was looking through the current Sustainable Plan and the current Climate Action Plan from the Sustainable Plan. He said, "I need to know what's going on here. Are we totally just going to sunset the current Santa Fe Sustainable Plan, and what happens to those

initiatives that are in the current Climate Action Plan and how do we meld some of these short term recommendations from the current Climate Action Task Force.” He reiterated his confusion, commenting he doesn’t want to rebrand something because we have a new administration. He wants to look at all of the good work that’s been done in the past, commenting we have an overall goal to be carbon neutral by 2040, but that doesn’t mean that we should wipe out all planning that has been done and pending actions. He asked if this is a rebranding, and what happens to all the work done to date. He can understand the administration’s desire to say this is my initiative, but we already have a sustainable plan.

Chair Dominguez asked if he is saying this is political.

Councilor Maestas said we need to be practical and it needs to make sense to everyone out there.

John Alejandro said it really is organizational so there aren’t duplicative efforts occurring between the Climate Action Task Force and the Sustainable Santa Fe Commission. He said this Resolution defines Commission’s goal, and its primary responsibility would be to draft the 25-year Sustainability Plan, that takes into account the 2008 Sustainability Plan some of the things that were accomplished in that plan, and some were not accomplished. It rolls things that weren’t accomplished out of the 2008 Plan into the 25-year Plan by the Sustainable Santa Fe Commission. The Climate Action Task Force will be participating in the development of the 25-year plan with the Sustainable Santa Fe Commission which is taking the lead on the development of the 25-year plan with assistance from some members of the Climate Action Task Force.

Mr. Alejandro continued, “Because all of the Commission terms have been expired, this Resolution is being brought forth to help strengthen the responsibilities and duties of that Commission and reestablishing some of the timeframes by which they can service.” He said it’s really an effort to get everybody back on the same page.

Chair Dominguez said regarding the goals, sustainability and social justice go hand in hand, and asked if some of the goals will have social justice and/or equity provisions.

Mr. Alejandro said, absolutely. He said, “The 25-year Sustainability Plan is going to encompass much more than just simple, greenhouse gas reduction targets. We’re going to be looking at creating a holistic plan which includes social justice goals, greenhouse gas reductions, economic development activities related to the various green industries, transportation, water, health, food production – a lot of different sustainability goals and metrics in the plan.”

Chair Dominguez said so much of social justice gets lost in the word, sustainability. He said, “I shouldn’t pay attention to that, because although greenhouse gases are not unimportant, I really want to concentrate on these sorts of things. So would you be opposed to changing the title a little bit to capture, and I don’t have anything to propose right now, but to capture some of that social justice kind of concept.”

Mr. Alejandro said he would be happy to discuss this with him. He said a lot of stakeholders will be involved in this process.

Chair Dominguez said he will sit and talk with him about it, and talk with the sponsor, Councilor Ives. He thinks this is an opportunity change that paradigm, not to minimize the effects of greenhouse gas and the environmental issues but to recognize that social justice, environmental justice and other things go hand in hand, and we should try to capture it in the title.

Councilor Maestas believes the new paradigm is we're a City with limited resources and we need to watch the scope and impact of these initiatives and avoid creating unfunded mandates. There needs to be checks and balances and that needs to be part of this discussion as well.

VOTE: The motion was approved unanimously on a voice vote.

END OF CONSENT CALENDAR DISCUSSION

DISCUSSION

24. OTHER FINANCIAL INFORMATION

Mr. Rodriguez said he will be making a presentation at the next Finance Committee meeting to recommend the CIP Planning process for this summer. Another budget process, but focused solely on capital needs. It is a new process, and he will be glad to brief any of the Committee one-on-one now between now and then.

Chair Dominguez said during the budget we were more specific that by July 2015, we are to be engaged in a CIP program process.

25. MATTERS FROM THE COMMITTEE

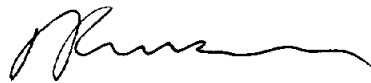
Councilor Maestas asked to consider at our next meeting, a debriefing on the budget hearings, new format and lessons learned – about 15 minutes. He has things he would like to recommend. Secondly, given the discussion about transfers from the water fund, he would like to discuss how to involve the public in some of the budget decisions, noting the CIP planning process could be one step. He commented everything should be on line and at the City Libraries prior to the hearings.


26. ADJOURN

There was no further business to come before the Committee, and the meeting was adjourned at approximately 7:30 p.m.


Carmichael A. Dominguez, Chair

Reviewed by:


Oscar S. Rodriguez, Finance Director
Department of Finance


Melessia Helberg, Stenographer



May 27, 2015

Dear City of Santa Fe,

As a valued customer of Community Bank, we'd like to share some exciting news! Community Bancorporation of New Mexico, Inc., parent company of Community Bank in Santa Fe, has announced that it plans to merge with New Mexico Bank & Trust, a strong community banking organization headquartered in Albuquerque, and owned by Heartland Financial USA, Inc., of Dubuque, IA. Our merger is in the process of approval by regulators and Community Bank shareholders, and is expected to be complete later this year.

Like Community Bank, New Mexico Bank & Trust has a community banking tradition that sets us apart from other financial institutions. Both banks have a culture of commitment to customers and the community. We share a common belief in providing face-to-face personal service, the convenience of electronic banking services, and dedication to our customers' financial success. With Heartland's technical expertise and strong financial resources, New Mexico Bank & Trust will bring competitive new products and services, expanded lending capabilities and state-of-the-art technologies, while continuing to provide the conveniences and personal service you now appreciate.

Although the Community Bank name will change, many things will remain the same, including:

- Local people will continue to serve you.
- Convenient locations.
- High quality products and services that meet your financial needs.
- Competitive loan and deposit rates.
- FDIC Insurance protection.

At this time, it is business as usual. More information will follow in the near future.

Our business approach and commitment to you and the community will remain unchanged. After the merger, Community Bank will be part of a wider community banking organization in New Mexico that serves customers in the Albuquerque, Santa Fe, Rio Rancho, Portales, Clovis and Los Lunas areas. You will have access to 15 banking centers and three mortgage origination offices, all located in New Mexico.

Community Bank, its board of directors and employees wish to say, "Thank you!" We truly appreciate your business and loyalty. On behalf of New Mexico Bank & Trust, we welcome you and look forward to serving you.

To assist with any immediate questions or concerns, a list of frequently asked questions is on the back of this letter. Please visit your Community Bank Personal Banker, or contact us at 800.986.2252 with any questions or needs.

Sincerely,

Anne Honstein
President
Community Bank

R. Greg Leyendecker
President and CEO
New Mexico Bank & Trust



Exhibit "1"

Frequently Asked Questions

We are excited about the future of a combined Community Bank and New Mexico Bank & Trust. We do understand you may have many questions regarding some future changes. We want to assure you that we are committed to providing the expertise and support needed to help you feel comfortable throughout the merger and conversion process. The following are some preliminary questions and answers that will assist to provide clarity.

Is there anything I need to do now?

No, it will be business as usual for our customers.

Can I continue to use my existing checks, debit card, and/or ATM card?

Yes, please continue to use your existing Community Bank checks, debit and ATM cards. Just prior to the computer conversion, you will receive new debit/ATM cards at no cost and thorough details regarding activation.

Will my account or loan number change?

For now, your account numbers will remain the same. Upon the actual computer conversion, we will make every effort to keep your account numbers the same. You will be notified well in advance of any changes to your accounts or account numbers.

Will my routing number change?

It will not be necessary to change the routing number at this time. Upon completion of the computer conversion, Community Bank will begin using the NMB&T routing number, and as customers re-order checks, the new routing number will be automatically assigned.

Will my direct deposits, automated payments, and transfers continue to be connected to my account?

Yes. All these services will continue without interruption as you have them set up. If you need to make changes, please contact your current branch office.

What online banking changes should I expect?

You will continue to have access to the same online banking pages and information you do today. After the computer conversion, you will be able to view account information, make transfers between accounts, pay bills electronically and view check images. You will also have access to our new Savvy Mobile Banking service and remote deposit.

Will the Community Bank products and services change?

There will likely be some changes. Every effort will be made to match your accounts to similar products. A comprehensive package of material will be provided to all customers prior to the conversion. A Community Bank personal banker will be available to assist with any questions. NMB&T offers a full menu of competitive consumer and business products with advanced technology and online/mobile services.

Where do I send my mortgage and loan payments?

Please continue to make your payments as usual. Use the same payment coupons or invoices you currently use. Any changes to the mailing addresses or processes will be provided well in advance of the computer conversion.

May I still access my safe deposit box?

Yes, your safe deposit box remains accessible.

Are my deposits still FDIC-insured?

Yes, up to \$250,000. If your total deposits with the bank exceed \$250,000 after the banks have merged, please see a personal banker who can educate you on your options regarding FDIC coverage.

Will additional communication be provided?

Absolutely. You will receive communications that will guide you through the conversion process. Watch your mail and email for future updates.

**ROADWAY IMPACT FEE CREDIT AGREEMENT
(Zia Station, LLC)**

This Roadway Impact Fee Credit Agreement ("Agreement") is made this ____ day of _____, 2015, by and between the CITY OF SANTA FE, NEW MEXICO, a political subdivision of the State of New Mexico (hereinafter the "City") and Zia Station, LLC, a New Mexico limited liability company ("Developer" and "Owner"). Collectively herein the City and Developer may be referred to as the "Parties".

ARTICLE I: RECITALS

WHEREAS, on December 13, 2007, the Santa Fe Metropolitan Planning Organization ("MPO") Transportation Policy Board approved the location of the Rail Runner Express Station at Zia Road and St. Francis Drive (the "Station"); and

WHEREAS, the Station platform was constructed by the New Mexico Department of Transportation ("NMDOT") prior to the start of the Rail Runner Express service between Albuquerque and Santa Fe; and

WHEREAS, on August 30, 2011, the Governing Body of the City of Santa Fe adopted Resolution No. 2011-44 recognizing the need for additional capital improvements (the "Improvements") in order to open the Station; and

WHEREAS, Zia Station, LLC, the owner and future developer of the property adjacent to the Station, has agreed to fund and construct the Improvements and ~~has agreed to place \$150,000 in escrow to that end~~, and will thereby be eligible to receive Roadway Impact Fee Credits for the construction costs of the Improvements expenses; and

WHEREAS, the Legislature of the State of New Mexico passed the Development Fees Act, Sections 5-8-1 to 5-8-42 NMSA 1978, in 2003 ("**Development Fees Act**"); and

~~WHEREAS, the City adopted on February 8, 1995, Resolution No. 1995-11 (amended by Resolution No. 2003-86 Repealing Res. 2001-60) that established a City Capital Improvements Advisory Committee (CIAC); and~~

WHEREAS, in Resolution No. 2011-44, the Governing Body of the City of Santa Fe amended the Impact Fee Capital Improvements Plan and Land Use Assumptions, 2007-2012 to add "Zia Station Infrastructure Improvements" with a cost estimate of \$180,000.00, and limited such infrastructure Improvements to the construction of a drop-off facility, parking for persons with disabilities, and sidewalk improvements.

WHEREAS, on August 27, 2014, the Governing Body approved Resolution No. 2014-71 adopting the Impact Fee Capital Improvements Plan 2020 For Roads, Parks Fire/EMS and Police (the "**Capital Improvements Plan**") for the City of Santa Fe, in which the "cost estimate" for Zia Station Improvements was \$300,000 (Appendix: G, Table 80), thereby setting the maximum the Developer could receive in Road Impact Fee Credits; and

Exhibit 4211

WHEREAS, on November 30, 2011, the City of Santa Fe passed Ordinance Number 2011-37 ("**Impact Fee Ordinance**"), codified as Section 14-8.14 City of Santa Fe Land Development Code, which repealed and replaced the prior Impact Fee Ordinance;

WHEREAS, Section 14-8.14(I)(4) of the Impact Fee Ordinance requires that prior to plat or plan recordation, the City and Developer shall enter into an Impact Fee Credit Agreement, specifying the following: (a) the amount of the credit; (b) how the credit will be allocated within the development project and; (c) how the Developer will be reimbursed for the cost of in-kind contributions that exceed the amount of impact fees due from the development project; and

WHEREAS, the City and Developer desire for this Agreement to provide the terms and conditions for which the Developer shall receive ~~from the City: (a) Roadway Impact Fee Credits from the City for construction of the Improvements; (b) pro-rata financial contributions for roadway improvements collected from other entities near the Station (which are above and beyond the Developer's proportionate fair share), in exchange for Developer constructing roadway improvements which are eligible for Road Impact Fee Credits in accordance with City Ordinances, Development Fees Act and the Annexation Agreement; and (c) the amount of any in-kind construction costs which the City, currently and in the future, determines to be above and beyond the Developer's proportionate fair share contribution towards new Improvements; and~~

ARTICLE II: DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article II shall, for all purposes of this Agreement, have the meaning herein specified.

Section 1.01. **Owner.** "**Owner**" shall mean Zia Station, LLC, or its successors in interest, that own the property adjacent to the Station.

Section 1.02. **Person.** "**Person**" shall mean artificial persons or legal entities (such as corporations, partnerships, trusts, etc.) as well as natural persons.

Section 1.03. **Credits.** "**Credits**" shall mean the Roadway Impact Fee Credits as defined by the Impact Fee Ordinance, and as permitted by the Development Fees Act.

Section 1.04. **Developer.** "**Developer**" shall mean Zia Station, LLC, or its successors in interest, that will develop the infrastructure Improvements necessary for the Station to open.

Section 1.05. **Zia Road.** "**Zia Rd.**" shall mean the vicinity on Zia Rd. which is expected to be affected by the infrastructure Improvements near Zia Station located adjacent to the Zia Road and Saint Francis Drive intersection, as seen on Exhibit A.

Section 1.06. **Saint Francis Drive.** "St. Francis Dr." shall mean the vicinity on St. Francis Dr. which is expected to be affected by the infrastructure Improvements near Zia Station located adjacent to the Zia Road and Saint Francis Drive intersection, as seen on Exhibit A.

Section 1.07. **Impact Fees.** "Impact Fees" shall have the meaning provided within the Development Fees Act and the Impact Fee Ordinance.

Section 1.08. **Improvements.** "Improvements" shall mean the infrastructure improvements to be constructed by Developer and accepted and approved by the City, which shall include a drop-off station, parking for persons of disabilities, and sidewalk improvements adjacent to the Station, and which are eligible for Roadway Impact Fee Credits. Expected Improvements are listed on Exhibit B.

Section 1.09. **Station.** The "Station" shall mean the Rail Runner Express Station located at the intersection of Zia Road and St. Francis Drive, in Santa Fe, New Mexico.

Section 1.10. ~~**Exhibit B.** "Exhibit B" shall mean the Traffic Report Assessment.~~

ARTICLE III: TERMS

NOW, THEREFORE, in consideration of the mutual promises, definitions and covenants set forth herein, the City and the Developer agree as follows:

1. **Improvements Eligible for Road Impact Fee Credits.** Exhibit B lists the expected Improvements adjacent to the Station, including a drop off facility, parking for persons with disabilities and sidewalk improvements on Zia Rd.
2. **Amount of Roadway Impact Fee Credits.** Upon obtaining all required City construction permits and completing the construction of the Improvements, the Developer will submit to the City Land Use Director "As-Built" construction engineering drawings and specifications and detailed documentation of actual costs incurred in constructing the Improvements, as certified by a civil engineer. The documentation submitted shall be sufficient for the City Land Use Department Director to review and determine actual costs of each Improvement. The City will then acknowledge in writing the actual costs incurred shall provide written acknowledgment to the Developer of its verification of such costs. Such written acknowledgement shall, and such writing will then be included as Exhibit C to this Agreement. In no event will the amount of Roadway Impact Fee Credits exceed \$300,000 as listed in the Capital Improvements Plan.
3. **Road Impact Fee Credits - Date of Allocation.** Roadway Impact Fee Credits for the Improvements listed on Exhibit C shall be credited issued by the City to the Developer at such time as (i) Developer reaches "substantial completion" of construction of the

Improvements (prior to commencement of the one-year warranty period), (ii) the Developer submits the required "As-Built" engineering drawings and specifications, and (iii) the City determines-verifies and approves the -actual construction costs incurred of on the Improvements submitted by the Developer (as certified by a civil engineer).

4. **City Release to Developer of Other Entities' Contributions for Specific Improvements.** Prior to the effective date of this Agreement, the City may have received funds from other entities for specific improvements contained on Exhibit B. In the event that the Developer constructs an Improvement that the City has previously received financial contributions from other entities for that specific improvement, the City shall release those financial contributions to the Developer, in accordance with City ordinances, at such time as the Developer reaches substantial completion. In no event shall the Developer receive a financial contribution made by the other entity and, held by the City for that specific purpose, if the financial contribution received by the Developer results in the Developer paying less than the Developer's fair share contribution required by the City for the specific improvement.
5. **Compliance.** This Agreement constitutes compliance with the City of Santa Fe Impact Fee Ordinance regarding the computation of the estimated Roadway Impact Fee Credits listed in Exhibit C and the Development Fees Act of the State of New Mexico.
6. **City Standards.** All of the construction of the Improvements shall be constructed by the Developer or successors in interest pursuant to current City standards at the time of the construction permit.
7. **Actions.** In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of this Agreement, both parties hereto shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each party hereto shall select its own legal counsel and retain such counsel at its own expense.
8. **Indemnification.** Until the date of final acceptance by the City, which shall occur after the end of the warranty period for construction of Improvements, the Developer hereby shall indemnify and hold harmless the City, its officers, and employees against any and all claims, damages, actions, or causes of action and expenses to which the City, its officers, and employees may be subjected by reason of any negligence in any actions made by the Developer on such Improvements in connection with, arising out of, or resulting from the performance of this Agreement, except to the extent that any such matters are precluded from indemnity pursuant to Section 56-7-1, NMSA 1978 Comp.
9. **Invalidity.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

10. **Other Instruments.** Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.
11. **Singular.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
12. **Notice.** Any notice or communication required hereunder between the City and the Developer must be in writing, and may be given either personally or by email or mail with return receipt requested. If given by registered mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party may at any time, by giving ten (10) days written notice to the other party, designate any other address is such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the City: City of Santa Fe
 Care of: ~~Director of the~~ Land Use Department
 P.O. Box 909
 Santa Fe, NM 87504

With Copies to: City Attorney's Office
 Care of: City Attorney
 P.O. Box 909
 Santa Fe, NM 87504

If to Developer: Zia Station, LLC
 Care of: _____
 Fax No. (505) _____
 Phone No. (505) _____

13. **Assignment of Roadway Impact Fee Credits and City Tracking Mechanism.** ~~If the Developer follows the procedures set forth in this paragraph and the City's tracking systems, the Developer shall have the right to assign or transfer all or any portion of the any Roadway Impact Fee Credits granted by the City to third parties upon written notification to the City, using the Road Impact Fee Credit Assignment Form developed by the City so that third parties may acquire all or part of the total Road Impact Fee Credit granted to the Developer as set forth in this Agreement. Roadway Impact Fee Credits so assigned shall be used only for projects located on Developer's property adjacent to the Station. Any (The third parties, who are future owners of all or a portion of the property adjacent to the Station, that may acquire all or part of the total~~

Formatted: Not Strikethrough

Formatted: Not Strikethrough

Formatted: Not Strikethrough

Formatted: Not Strikethrough

Formatted: Not Strikethrough

Formatted: Not Strikethrough

Formatted: Not Strikethrough

Formatted: Not Strikethrough

Formatted: Not Strikethrough

Formatted: Not Strikethrough

Roadway Impact Fee Credits granted to the Developer as set forth in this Agreement, include, without limitation, purchasers or long-terms ground lessees of individual lots, parcels, or any lots, homes or facilities comprising a portion of the property adjacent to the Station. ~~The City shall implement a tracking system for the Road Impact Fee Credits that shall be complied with by the Developer and third parties as a prerequisite to any valid assignment. If the Developer does not comply with the procedures set forth in this paragraph and the City's tracking system, the assignment of the Road Impact Fee Credit shall not be valid. The City may modify its tracking system from time to time as it sees fit.~~

Formatted: Not Strikethrough

Formatted: Not Strikethrough

14. **Binding Nature of the Agreement.** The terms established by this Agreement are intended to be and shall be, binding upon, and inuring to the benefit of and enforceable by the undersigned parties, and all successors in interest. If during the existence of this Agreement the Developer shall default on its obligations provided within this Agreement then this Agreement shall be terminated and the Parties shall have no further obligation to one another. This Agreement shall not be deemed to vest any rights in any customers, invitees or the public at large, but are solely for the benefit of the City and the Developer, successor and assigns. In the event of a breach or attempted or threatened breach of any of the terms, covenants and conditions of this Agreement, the Parties shall have the right to pursue directly any and all remedies therefore available at law or in equity, specifically including, but not limited to injunctive relief.
15. **Amendment, Termination and Modification.** This Agreement may only be modified, amended or canceled, in whole or in part, by a writing executed by the Developer, or its successors or assigns, at the time of such modification, amendment or cancellation and the City and by recording said writing in the Official Records. Either party, its successor or assign, may record this Agreement at any time after its full execution.
16. **Governing Law; Jurisdiction; Venue.** The laws of the State of New Mexico govern this Agreement. The parties consent to the jurisdiction of the First Judicial District Court, Santa Fe, New Mexico as the court of competent jurisdiction to resolve any issues regarding this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first written above.

DEVELOPER of Improvements:

Zia Station, LLC

a New Mexico limited liability company

By: _____
(NAME)

Date: _____

THE CITY OF SANTA FE:

a Political Subdivision of the State of New Mexico

By: _____
Javier M. Gonzalez, Mayor

Date: _____

ATTEST:

Yolanda Y. Vigil, City Clerk

Approved as to substance and form:

Kelley A. Brennan, City Attorney

DATE

ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
)
COUNTY OF SANTA FE)

The foregoing instrument was duly acknowledged before me this ____ day of _____, 2015 by
_____ for Zia Station, LLC.

Notary Public

My Commission expires:

EXHIBIT A

Plat of Developer's Property to be Used as the Cite for Improvements

EXHIBIT B

Improvements Eligible for Road Impact Fee Credits

EXHIBIT C

ACTUAL COSTS INCURRED IN CONSTRUCTING IMPROVEMENTS

Amendment No. 1
Santa Fe Municipal Airport Lease Agreement
Jet Center at Santa Fe Real Estate, LLC

THIS AMENDMENT TO LEASE is made and entered into this ____ day of June, 2015, by and between the CITY OF SANTA FE, NEW MEXICO, a municipality and political subdivision of the State of New Mexico (City or Lessor), and JET CENTER AT SANTA FE REAL ESTATE, LLC, a New Mexico limited liability company (JCSF or Lessee) (collectively, the Parties).

WHEREAS, the Lessor owns and operates the Santa Fe Municipal Airport (Airport), located in Santa Fe County, New Mexico; and

WHEREAS, on February 25, 2015 the City adopted by ordinance a lease with JCSF (the Lease) for three parcels of land at the Airport identified as Lease Parcel B (Parcel B), Lease Parcel C (Parcel C), and Lease Parcel D (Parcel D) (collectively, the Lease Parcels), together with the unimpeded right of access thereto; and

WHEREAS, the Lease became effective on April 16, 2015; and

WHEREAS, the City is the owner of a certain 14,000 square-foot parcel of land and the building thereon (Building 3002) located between the Airport Terminal and Parcel B (Parcel A); and

WHEREAS, on April 16, 2015 the Parties entered into a Property Access Agreement whereby the City agreed in consideration of certain undertakings by JCSF, to lease Building 3002 to JCSF for use as office and temporary terminal space; and

WHEREAS, the Lease provides that the City may, but need not, lease to JCSF any or all of Parcel A upon such terms and conditions as the Parties may then agree, taking into account the City's future needs relating to the expansion of the Airport Terminal; and

WHEREAS, the City does not intend to occupy Building 3002 until late 2015 or early 2016 and wishes to accelerate the construction by JCSF on Parcel B of the hanger and permanent terminal provided for under the Lease (the Parcel B Improvements); and

WHEREAS, JCSF is willing to accelerate the construction of the Parcel B Improvements if it is permitted to use and occupy Building 3002 as a temporary terminal during the period the Parcel B Improvements are under construction (the Construction Period); and

WHEREAS, JCSF has, in accordance with Paragraph 1 (a) of the Property Access Agreement, provided a temporary modular building (TMB) for the City's use without charge during the Term of this Lease on a site approved by the City; and

WHEREAS, the parties wish to amend the Lease in accordance with the Property Access Agreement.

Exhibit "3"

NOW THEREFORE, the Parties agree as follows:

1. **EFFECTIVE DATE.** The Building 3002 lease (3002 Lease) shall be and become effective upon the later of its execution by both Parties and the date the City enters upon and takes possession of Building 3002 and surrenders the same to Lessee.

2. **PREMISES.** Lessor hereby leases to the Lessee and the Lessee leases from the Lessor Building 3002 (A-1 Premises), together with the unimpeded right of access thereto, upon the terms and conditions set forth in this Amendment No. 1.

3. **USE OF THE A-1 PREMISES.**

A. The Lessee shall use the A-1 Premises for temporary office and terminal use (collectively, the Authorized Uses) at the Airport during the Construction Period. The A-1 Premises shall not be used for any other purposes without the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed.

B. Lessee agrees to maintain the A-1 Premises in the same or better condition during the term of the 3002 Lease and shall return the A-1 Premises to the Lessor at the expiration of the A-1 Term in the same condition or better, less reasonable wear and tear.

C. Lessee is responsible for providing all furniture, equipment and supplies necessary for conducting its business, as provided to Lessor in its sole discretion. Any such equipment provided by Lessor remains the property of Lessor and will be returned to Lessor at termination of the A-1 Term unless otherwise agreed to in a separate purchase agreement between Lessor and Lessee.

4. **A-1 TERM.**

A. The 3002 Lease shall be for a twenty-four (24) month term beginning on June 18, 2015, and terminating on June 18, 2017 (the Initial A-1 Term), provided that Lessor may grant to Lessee, which grant shall not be unreasonably withheld, the right to extend the 3002 Lease for one (1) six (6) month period (the Extended A-1 Term) upon the same terms and conditions as those set forth in this 3002 Lease for the Initial A-1 Term, upon a showing by Lessee that the construction of the Parcel B Improvements is incomplete for reasons beyond the control of Lessee. Lessee shall notify Lessor in writing of its intention to exercise its renewal option not less than thirty (30) days before the expiration of the Initial A-1 Term.

B. Lessee may terminate this 3002 Lease at any time, by giving sixty (60) days prior written notice to the Lessor, or otherwise in accordance with Paragraph 11 of the Lease. Lessor may terminate this 3002 Lease in accordance with Paragraph 10 of the Lease. Upon termination of this 3002 Lease by either party, the Lessee's rights to use the A-1 Premises shall cease and the Lessee shall peacefully vacate the A-1 Premises, removing its personal property at its own expense within 48 hours of written notification of termination by Lessor. All permanent leasehold improvements shall, upon termination, be and become the property of the Lessor.

Termination by the Lessor shall not relieve the Lessee of liability for any damages sustained by the Lessor caused by Lessee's breach of this Lease.

5. HOLDOVER. In the absence of a new agreement entered into before the expiration of the Initial A-1 Term or the Extended A-1 Term under this 3002 Lease, Lessee shall be allowed to hold over for a period not to exceed sixty (60) days from the expiration date of such term. Holding over by the Lessee after the expiration of the Initial A-1 Term or the Extended A-1 Term under this 3002 Lease, whether with or without the consent of the Lessor, shall not operate to extend or renew this 3002 Lease. Any such holding over shall be construed as a tenancy from month to month at the rents reserved in this Lease under the terms herein.

6. RENT AND FEES. The Lessee agrees to pay to the Lessor, at the office of the Airport Manager, at the Airport, or at such place as the Lessor may designate from time to time, for the use of the A-1 Premises the following rent:

A. A-1 Rent. Lessee shall pay to Lessor and 00/100 Dollars (\$.00) per month for the exclusive use of the A-1 Premises.

B. Offset of A-1 Rent. Lessee may offset A-1 Rent by the costs Lessee incurs in repairing, remodeling, or refurbishing the A-1 Premises during tenancy (but not for the costs of routine maintenance), provided that such work has been approved in advance by the Lessor in accordance with Paragraph 18 of the Lease. Lessee may also offset A-1 Rent by the costs incurred by Lessee in providing and removing the TMB in accordance with the Property Access Agreement. For the purposes of the preceding sentence, "providing" includes the costs of set-up, including, but not limited to, providing utilities, transferring the TMB to the City-identified site and rent paid by the Lessor for the TMB. In no event shall any such offset exceed the A-1 Rent or offset any rent for the Lease Parcels under the Lease. Lessor shall have the right at all reasonable times to inspect any work approved for offset of A-1 Rent and the Lessee shall promptly provide to Lessor all records reasonably necessary to establish the cost for the purposes of offset.

C. Security and Fire Protection Fees. Lessor reserves the right to impose fair and equitable fees for security and fire protection provided by Lessor.

D. Removal of TMB. In further consideration of the promises of the Lessor hereunder and in accordance with Paragraph 1(d), the Lessee agrees to remove the TMB at the end of the A-1 Term or any holdover period, or such other time as the Parties may agree.

7. The City grants to JCSF and its representatives permission to enter upon the TMB Site from the Effective Date of this Amendment No. 1 through thirty (30) days after the termination date of the 3002 Lease for the limited purpose of removing the TMB and to use and occupy the TMB for office and terminal use for no more than sixty (60) days after the Effective Date of this Amendment No. 1, unless otherwise agreed to by the Parties. Said sixty (60) day occupancy shall not affect the A-1 Term, which shall commence on the Effective Date hereof. Such right of access shall extend to and include such land owned by the City adjacent to the TMB Site as JCSF

may reasonably require to remove the TMB or otherwise in furtherance of the Permitted Uses, provided that the City approves such extended right of access in advance.

8. All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

CITY OF SANTA FE:

Isabel M. Gonzalez Mayor

ATTEST:

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

Kelley A. [unclear]
City Attorney

APPROVED:

Oscar Rodriguez
Finance Director

[REMAINING SIGNATURES ON FOLLOWING PAGE]

By: _____
Name: John Marchman
Title: Managing Member

This instrument was acknowledged before me on _____, by John Marchman, as managing member of Jet Center at Santa Fe Real Estate, LLC.

Notary Public

~~My Commission Expires:~~

SUMMARY INDEX
CITY OF SANTA FÉ AUDIT COMMITTEE
June 3, 2015

ITEM	ACTION TAKEN	PAGE(S)
1. CALL TO ORDER		
2. WELCOME TO CAROLYN GONZALES		
3. ROLL CALL	Quorum Present	1
4. APPROVAL OF AGENDA	Approved as amended	1
5. APPROVAL OF MINUTES		
• April 1, 2015	Approved as amended	2
X. FINANCIAL REPORT	Report by Mr. Gonzales	2-3
6. REPORT ON DISCUSSIONS WITH MAYOR		
a. Increase independence of Audit Department	Approved Memo	7-8
b. Changes needed for current Ordinance	Deferred	8
7. KNIGHTON AWARD (False Alarm Monitoring Audit)	Announced	3
8. EXTERNAL AUDIT MATTERS		
a. Audit Review Approach	Discussion	4-6
b. CAFR Planning and Follow up	Reported	6
9. INTERNAL AUDIT MATTERS		
a. General Information	Discussion	8
b. Risk Assessment / Audit Plan	Discussion	9
1) Get out 30 days earlier		
2) Risk Assessments Back Sooner		
3) 2015-2016 Audit Plan Status		
10. UNFINISHED BUSINESS		
a. Annual Report to Finance Committee	Approved	9-10
b. Park Bond Issues Update	Discussed	10-11
11. NEW BUSINESS		
a. Committee Appointments Status	Reported	11
b. Election of Officers	Chair and Vice-Chair selected	11
12. NEXT MEETING DATE:	July 3, 2015	12
13. ADJOURNMENT	Adjourned at 4:18 p.m.	12