ITEM # 19-0105

### TEMPORARY CONSTRUCTION LICENSE AGREEMENT FOR USE OF CITY LANDS

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT (License) is made this day of February, 2019 by and between the CITY OF SANTA FE, a Municipal Corporation, (City), and ACEQUIA DE LA MURALLA ASSOCIATION (Licensee) and SAN ISIDRO PERMACULTURE, INC. (Contractor), whose address is 28 Hidden Valley Rd., Santa Fe, New Mexico 87501.

### WITNESSETH:

In consideration of Licensee's and Contractor's promises herein, the City hereby gives Licensee and Contractor, a temporary License, revocable and terminable as hereinafter provided, to enter on the property of the City as follows:

- 1. **PREMISES.** Subject to all of the terms and conditions of this License, the City allows the Licensee and Contractor to use and occupy that portion of the City property located along the Upper Canyon Road right-of-way and extending north of the Santa Fe River channel herein the "Premises" as shown on **Exhibit "A"** attached hereto and made a part hereof. The area of encroachment consists of approximately 27400 square feet for the temporary encroachment of construction staging area and permanent replacement of acequia diversion dam to be installed within the Santa Fe River channel as shown on attached construction drawings as **Exhibit "B"** attached hereto and made a part hereof.
  - a. The City agrees to allow use of the Premises for the temporary use for staging of construction operations and the permanent replacement of acequia diversion dam to be installed within the Santa Fe River channel, as acknowledged by Licensee.
  - b. No further encroachment or use of the Premises by the Licensee or its Contractor shall be allowed.
  - c. Failure of the Licensee or Contractor to restrict the use of the Premises as provided herein shall be deemed a breach of this License and shall constitute grounds for immediate termination of this License by the City.
- 2. <u>TERM</u>. This License shall commence on the date entered in this License and shall continue until this License is terminated as provided in Article 4 herein.
- 3. **PAYMENT.** For this License, the Licensee shall pay the City the sum of \$200.00, payable in advance upon execution of this License.
- 4. <u>TERMINATION</u>. The City may, upon 10 days written notice, revoke this License and the Licensee and Contractor agree, in that event, to peaceably and promptly surrender the Premises on the expiration date fixed in said notice, to remove all property placed on the Premises, less the planned diversion dam, by Licensee, and if requested by the City, to restore the Premises to its original state at the time of Licensee's entry thereon. Licensee may terminate this License at any time upon 30 days written notice to the City. This License shall also terminate under its own terms upon completion of the work with approved final inspection.

Upon termination of this License by either party, there shall be no refund of the license fee or any portion thereof.

- 5. **NO INTEREST CREATED**. Licensee agrees that no interest or estate of any kind whatsoever in the Premises is conveyed by virtue of this License or Licensee's occupancy or use hereunder, and no assignment of this License or any interest herein and no sub-license shall be made by the Licensee.
- 6. <u>INSURANCE</u>. Licensee or Contractor, at their own cost and expense, shall carry and maintain in full force and effect during the term of this Temporary License, comprehensive general liability insurance covering bodily injury and property damage liability, including coverage, in a form and with an insurance company acceptable to the City with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation for any reason. Licensee shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to issuing this Agreement.
- 7. <u>INDEMNIFICATION</u>. Licensee and Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand resulting from, arising out of or incidental to the occupation or use of said Premises by Licensee and Contractor.
- 8. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the City of Santa Fe in connection with this License is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision of this License modifies or waives any provision of the New Mexico Tort Claims Act.
- 9. **RECORDING-SHORT FORM MEMO**. This License shall be recorded in its entirety.
- 10. **OBLIGATION OF LICENSEE**. Licensees shall comply with the following conditions:
  - a. This License is subject to the provisions of the City's Land Development Code and other applicable City code requirements.
  - b. The approval of this License does not constitute issuance of a construction permit or permit(s) required from the City's Land Use Dept. and/or Public Works Dept..
  - c. Any damage to the roadway or any other City-owned infrastructure during the construction period shall be repaired or replaced at the Licensee's and/or Contractor's expense. This provision shall survive termination of this License.
  - d. This License is subject to superior rights of the City and utility providers to existing utility apparatuses on, over and under subject premises.
  - e. Contractor shall be bonded with a minimum of \$10,000 surety to the benefit of the City of Santa Fe as Obligee.

APPROVED THIS 22 nd DAY OF February, 2019.
CITY OF SANTA FE  ERIC LITZENBERG, CITY MANAGER
ATTEST:
YOLANDA Y. YIGIL, CITY CLERK (W)
APPROVED AS TO FORM:
ERIN K. MCSHERRY, CITY ATTORNEY
APPROVED:
MARY MCGOY, FINANCE DIRECTOR AND STATE OF STATE
LICENSEE: ACEQUIA DE LA MURALLA ASSOC. COURTENAY MATHEY, TREASURER
ACKNOWLEDGEMENT
STATE OF NEW MEXICO) ) ss.
COUNTY OF SANTA FE )
The foregoing instrument was acknowledged before me this the day of by Courtenay Mathey, Treasurer of Acequia de la Muralla Association.
My Commission Expires: Lebruary 13, 2020 (Seal)  Notary Public
OFFICIAL SEAL  Geralyn F. Cardenas  NOTARY PUBLIC STATE OF NEW MEXICO  My Commission Expires: 02-13-2020

**CONTRACTOR:** 

SAN ISIDRO PERMACULTURE, INC.

SAM KNOWLTON

**ACKNOWLEDGEMENT** 

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this Hamman day of February, 2019, by Sam Knowlton on behalf of San Isidro Permaculture, Inc..

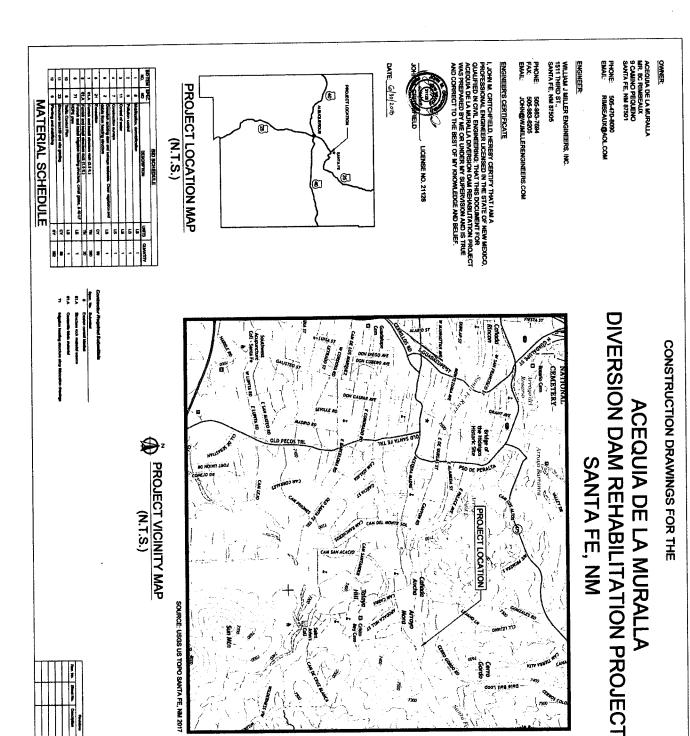
My Commission Expires: Juhnuary 13, 2020

(Seal)

OFFICIAL SEAL Geralyn F. Cardenas

NOTARY PUBLIC STATE OF NEW MEXICO Commission Expires: 02-13-2320





### SHEET INDEX:

- 1. COMPRE SHEET
  2. DESIGN MARKNITNE & RIFFLE CROSS SECTION
  3. DEMOLITIÓN PLAN & PROFILE
  4. GRAUDNE PLAN & PROFILE
  5. COMSTRUCTION DETAILS
  6. EKOSION & SEDIMENT COMPROL PLAN
  7. COMSTRUCTION SPECIFICATIONS
  7.

### GENERAL NOTES

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- PROPERTY LINES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND ARE FOR LILUSTRATINE PURPOSES ONLY, CONTRACTOR SWALL BE RESPONSISIA. FOR EMERIPHY MOREY BE DECLIFED WITHEN THE PROPERTY SOLUMBURANESS AND REQUIRED SETBACKS.
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- LIFT AND RIGHT OF THE BASELINE ARE DETERMINED BY LOOKING IN THE DOWNSTREAM DIRECTION.
- DMERSIONS FOR EARTHWORK (EXCAVATION, BACKFILL, DRAWFILL) ARE GIVEN IN FEET AND TENTHS OF FEET. SLOPES DESIGNATED AS  $\{t_1,x_1,g_4\}$  . ET CETERA REFER TO THE RATIO OF HORIZOHTAL TO VERTICAL DISTANCE.
- REMOVAL AND REPLACEMENT OF PROPERTY FENCES (IF NECESSARY FOR ACCESS) IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE PROPOSED DISTURBED AREA FOR THIS PROJECT IS LESS THAN 1 ACRE
  THEREFORE, A STONAWATER FOLLITION PREVENTION PLAN (SIMPP) IS NOT
  REQUIRED, CONTROLLTOR REJAINS RESPONSIBLE FOR COMPLYING WITH ALL
  APPLICABLE FEDERAL, STATE AND LOCAL WATER QUALITY REGULATIONS.



William J. Miller Engineers, Inc. 1511 Third St. Santa Fe, NM 87505 COVER SHEET

ACEQUIA DE LA MURALLA DIVERSION DAM REHABILITATION SANTA FE, NM

JMC JUNE 30, 2018

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## STUDY REACH DATA / REVER CLASSIFICATION

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## HYDROLOGIC/HYDRAULIC DATA ANALYSIS

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## HYDROLOGIC SURVEY RESULTS

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### STRUCTURE DESIGN

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### REFERENCES

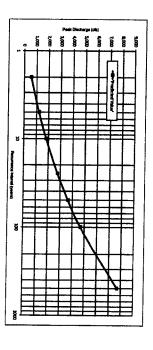
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## TABLE 1: RECURRENCE INTERVAL ANALYSIS DATA

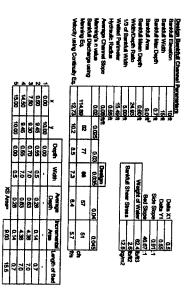
1-Year Recurrence	1.8-Year Recurrence	2-Year Recurrence	S-Year Recurrence	10-Year Recurrence	Record Peak Flow		Recurrence intervals	
М	88	31	Ŕ	630	1500	Q(ds)	(5261-6161)	Pre-Dani Conditions
10	38	Æ	92	166	906	Q(ds)	(1926-2017)	Post-Dam Conditions

## TABLE 2: DESIGN PARAMETERS

Parameter	Regional Curves. D.A = 30 m²	Editing Riffle X-Section at STA 4+56	Value of
Cross Sectional Area (ft²)	27.3	1,81	g
Wedled Perimeter (ft)	•	18.5	Ħ
	•	0.9	0.6
Discharge (cfs)	7.20	84	8
With (ii)	Ď.	17.5	150
Mean Depth (ff)	1.0	<u>;</u>	8
Wide/Depail Radio	25.8	121	23
Channel Slope (fl/ft)		210.0	g



# FIGURE 1: SANTA FE RIVER FLOOD FREQUENCY CURVE



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Elevation (feet)

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# FIGURE 2: DESIGN BANKFULL CHANNEL PARAMETERS

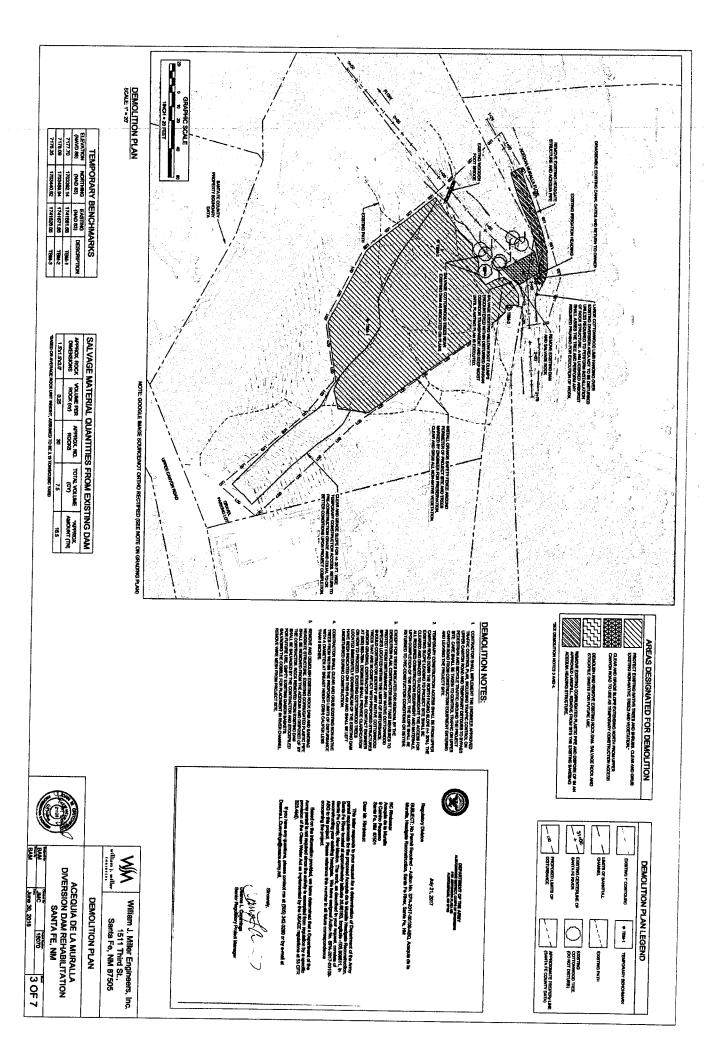


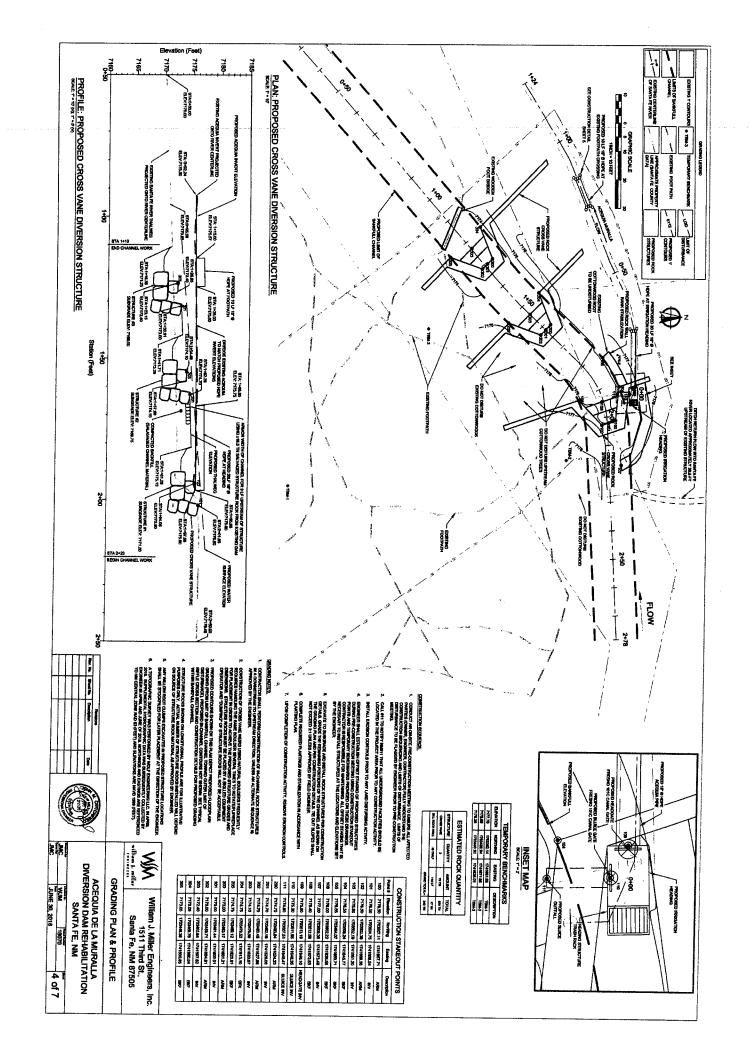
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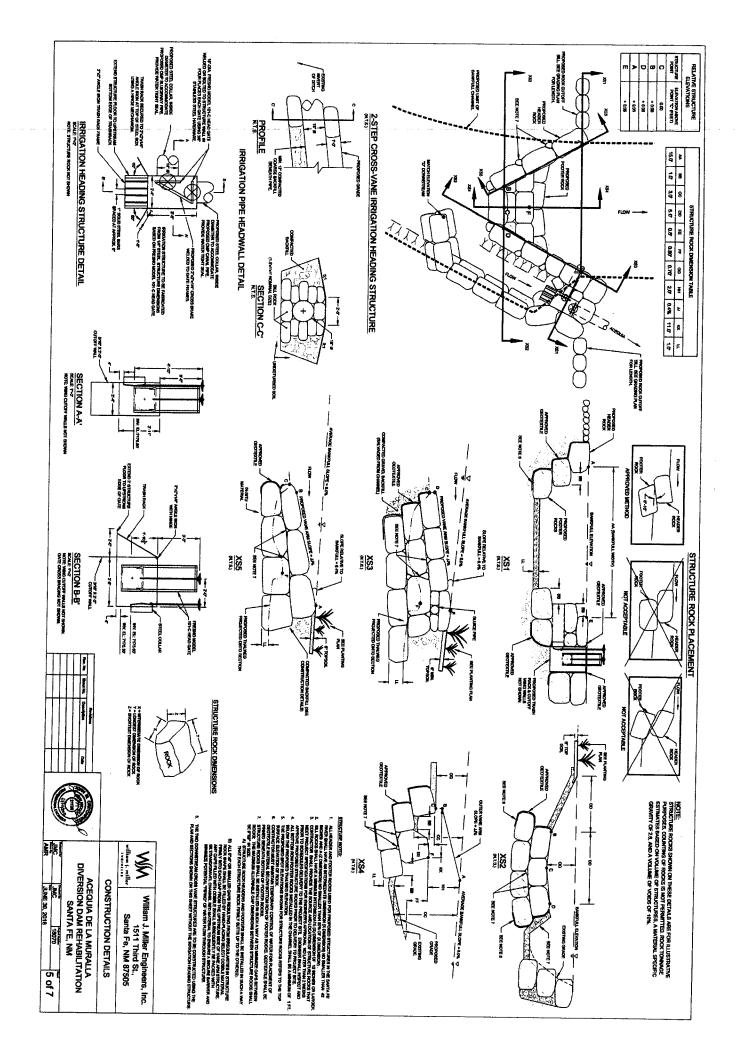
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Santa Fe, NM 87505	william j. miller	
William J. Miller Engineers, Inc. 1511 Third St.,	<u></u>	

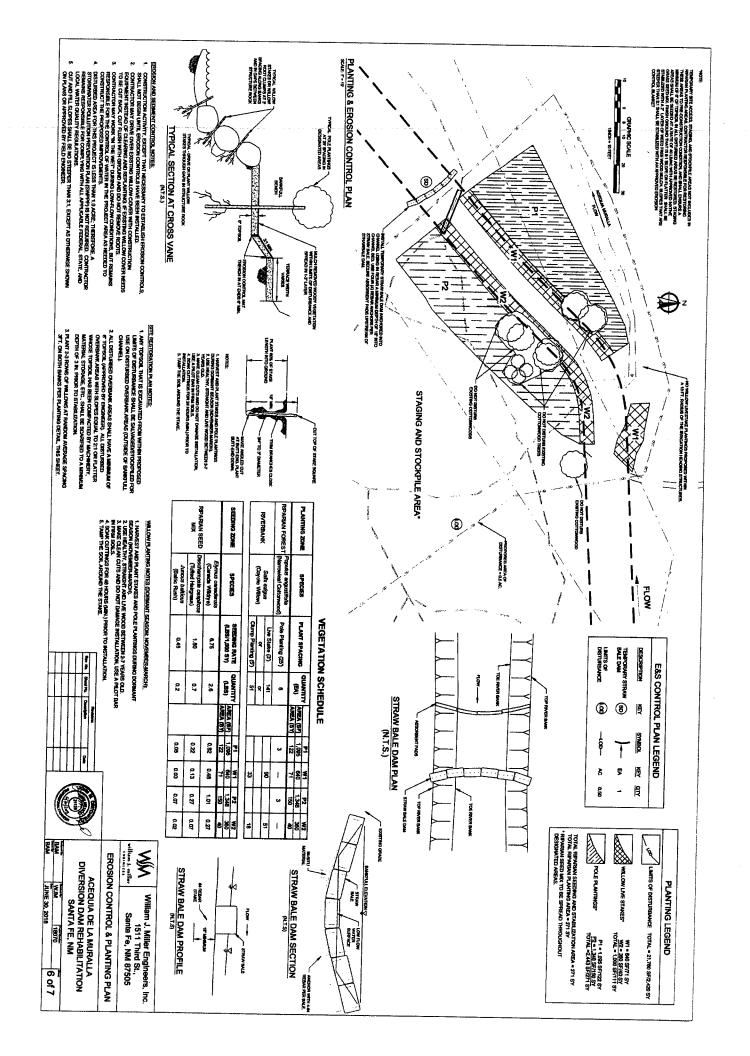
ACEQUIA DE LA MURALLA DIVERSION DAM REHABILITATION SANTA FE, NM

WJM June 30, 2018 18070 2 of 7









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ACEQUIA DE LA MURALLA DIVERSION DAM REHABILITATION SANTA FE, NM  AMR JANC 180770 7 Of 7	William J. Miller Engineers, Inc. 1511 Third St., Santa Fe, NM 87505  CONSTRUCTION SPECIFICATIONS	About of what and contentions does  (About of what all contentions does  (About of what all the 19-ch From Series 6600 body 191C thing pair or approved upon. The top of the gas from  the content which are all the pair recovered and all the contents are 1-ch atom place.  The content weights and the top are recovered and the following from 1-ch atom place.  The content weights and the top are recovered and are followed from 1-ch atom place.  The content weights and the top are recovered as a real place place or approved upon and account ALSHTO  USE days and they are the content and the content of the gas state to the art opening and and make and account ALSHTO  USE and AUSTRATION and contents are the contents.  The contents are approved upon and the contents are all the gas and to the first opening to the place to contents.	Objection to the Company of the content and set to gas and but by contribute to provide the question and the contribute to the contribute	The control of the control of con		A Comparational regions and a contract of the	when he has improved by the Degimen.  1. Material  2. Material  3. Material  3. Material  3. Material  4. Material  4. Material  4. Material  4. Material  5. Material  5. Material  6. Mat	<ol> <li>Homeword of preparation of the second decided in the company on when of one health which as question for based on the color of one health when the question are precised as the color of th</li></ol>	A Personal  A Personal  The State of the st