



Michael J. Garcia, Mayor

Date: April 30, 2026

To: Michael J. Garcia, Mayor and Finance Committee and Governing Body

Via: Andrea K. Phillips, Deputy City Manager

From: Terry Lease, Manager, Asset Development
 Nina A. Nguyen, Project Manager, Asset Development

Subject: Real Estate Donation Agreement between City of Santa Fe and Supreme Court Building Commission of the State of New Mexico

AP
 ANDREA PHILLIPS

TL

NAN

ITEM AND ISSUE:

Asset Development respectfully requests your review and approval of the Real Estate Donation Agreement between the City of Santa Fe (“City”) and The Supreme Court Building Commission of the State of New Mexico (“Commission”); (Terry Lease, tjlease@santafenm.gov, (505) 629-2206, Nina A. Nguyen, nanguyen@santafenm.gov, (505) 819-1870)

BACKGROUND AND SUMMARY:

City may donate any City-owned real estate to the State without violating the Anti-Donation Clause of the New Mexico Constitution. Commission has requested that City donate the public alley (the “Alley”) located on the north side of East De Vargas Street, adjacent to and east of the Supreme Court building to the Commission for the purpose of enhancing security of the Supreme Court building, its judges, staff, and invitees. City Staff has assessed the Commission’s request and the Alley and has determined that the City has no plans for the Alley and the conveyance of the Alley to the Commission would not affect the community adversely, so long as an easement is granted to the two properties on the east side of the Alley (127 and 129 E. De Vargas) for access and underground utilities and provided a utility easement is reserved by City. A City-approved appraiser, American Property Consultants and Appraisers, Inc. performed an appraisal of the Alley, and determined that the fair market value of the Alley is \$69,000.00. Upon approval of this Agreement by the Governing Body, the City is prepared to execute the Quitclaim deed, conveying the Alley to Commission as a donation.

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1

Elizabeth “Liz” Barrett, District 2
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4
Amanda Chavez, District 4

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

Munis Org Name/Number: None/Donation

Munis Object Name/Number:

Budget Officer / Designee: Andy Hopkins Date: 05/01/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement

Chief Procurement Officer (CPO) / Designee: N/A - Exempt Date: _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Donation Agreement

NM DFA Approval

Real Property Determination

Confirmation of One Committee Meeting for GB Approval

REAL ESTATE DONATION AGREEMENT

This REAL ESTATE DONATION AGREEMENT (“**Agreement**”) is made and entered into as of the date of the last signature below (“**Effective Date**”) by and between the CITY OF SANTA FE, a municipality chartered under the laws of New Mexico, (“**City**” or “**Donor**”) and the SUPREME COURT BUILDING COMMISSION OF THE STATE OF NEW MEXICO (“**Commission**” or “**Donee**”), collectively the “**Parties**”.

RECITALS

WHEREAS, a City may donate any City-owned real estate to the State without violating the Anti-Donation Clause of the New Mexico Constitution. (N.M. Const., art. IX, § 14); and

WHEREAS, the City may donate land to the State, consistent with NMSA 1978, section 3-54-2(D), if it is in the best interest of the public and approved by the department of finance and administration; and

WHEREAS, the Commission has requested that the City donate the public alley located on the north side of East De Vargas Street, adjacent to and east of the Supreme Court building, more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “**Alley**”), to the Commission for the purpose of enhancing security of the Supreme Court building, its judges, staff and invitees; and

WHEREAS, City staff has assessed the Commission’s request and the Alley and has determined that the City has no plans for the Alley and that conveyance of the Alley to the Commission would not affect the community adversely, so long as an easement is granted to the two properties on the east side of the Alley (127 and 129 E. De Vargas) for access and underground utilities and provided a utility easement is reserved by the City; and

WHEREAS, a City-approved appraiser, American Property Consultants and Appraisers, Inc., performed an appraisal of the Alley , and determined that the fair market value of the Alley is \$69,000; and

WHEREAS, upon approval of this Agreement by the Governing Body, the City is prepared to execute the quitclaim deed included as **Exhibit B**, attached hereto and incorporated herein, conveying the Alley to the Commission as a donation (the “**Quitclaim Deed**”); and

WHEREAS, upon recordation of the quitclaim deed, the Commission is prepared to apply for City approval of a lot consolidation plat consolidating the Alley with the Commission-owned property adjacent to the west (the “**Lot Consolidation Plat**”); and

WHEREAS, upon City approval of the Lot Consolidation Plat, the Commission is prepared to record the easement for access and underground utilities in favor of the 127 and 129 E. De Vargas properties adjacent to the Alley on the east as set forth in **Exhibit C**, attached hereto and incorporated herein (the “**Easement**”); and

WHEREAS, this is an “arm’s length” transaction, and no identity of interest exists between the City and the Commission, their staff, or officials; and

WHEREAS, the Commission acknowledges that the City has no obligation or responsibilities with regard to the Alley or its future use other than the conveyance to the Commission.

Now, therefore, it is agreed as follows:

1. EFFECTIVE DATE

The date upon which this Agreement shall be finally executed by the authorized representative of the City and the Commission shall be the effective date ("Effective Date") hereof.

2. REQUIREMENTS OF COMMISSION

The City hereby agrees to donate and convey to the Commission and the Commission hereby agrees to accept the donation and conveyance from the City, and the Commission agrees to complete the following conditions within one (1) year of the Effective Date:

- a. Following recordation of the Quitclaim Deed, the Commission shall successfully obtain approval of the Lot Consolidation Plat from the City's Land Use Department or other required City entity and shall record the Lot Consolidation Plat with the Santa Fe County Clerk;
- b. Following recordation of the Lot Consolidation Plat, the Commission shall execute and record the Easement with the Santa Fe County Clerk.

3. ACTIONS OR SUITS

The City warrants and represents that there are no actions or suits in law or equity or proceedings by any government agency now pending or, to the knowledge of the City, threatened against the City in connection with the Alley, and there is no outstanding order, writ, injunction, or decree of any court or governmental agency affecting the Alley.

4. PROFFERS AND COMMITMENTS

The City represents that there has not been made and will not be made, without the Commission's prior written consent, any proffers or other commitments relating to the Alley, which would impose any obligation on the Commission, prior to execution and delivery of the Quitclaim Deed to the Commission, to make any contribution of money or dedications of land or to construct, install, or maintain any improvements of a public or private nature with respect to the Alley.

5 OTHER AGREEMENTS

The City warrants and represents that the execution and delivery of this Agreement, the completion of the conveyances contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which the City is a party or by which it or the Alley is bound, or any judgment, decree, order or award of any court, governmental body, or arbiter, or any law, rule, regulation applicable to the City.

6. SETTLEMENT

Settlement and delivery to the Commission of the executed Quitclaim Deed by the City shall be within fifteen (15) business days of the Effective Date.

7. TITLE

The Alley shall be conveyed free from all mortgages, deeds of trust, liens, security interests, and other financial encumbrances.

8. EXPENSES

The Commission shall pay for its own attorney's fees, all document preparation fees and recording fees and all fees and costs associated with the Lot Consolidation Plat.

9. USE OF ALLEY

The Commission shall use the Alley solely for the purposes of providing pedestrian and vehicular access to the Supreme Court building and the 127 and 129 E. De Vargas properties and for underground utilities as provided for in the Easement.

10. DEFAULT

In the event of any default, the non-defaulting party shall be entitled to pursue any remedies at law or in equity in connection with the default of the other Party.

11. PRIOR AGREEMENTS/MERGER

This Agreement supersedes any and all prior understandings and agreements between the Parties regarding the subject matter and constitutes the entire agreement between them. No representations, warranties, conditions, or statements, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be amended, altered, or modified except by an instrument in writing signed by the Party sought to be charged therewith.

12. NOTICES

Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by United States or certified or registered mail, return receipt requested, postage prepaid, or if delivered in hand, as follows:

If delivered or mailed to:

City: City of Santa Fe
Attn: City Attorney's Office
PO Box 909
Santa Fe, NM 87504-0909

With a copy to: City of Santa Fe
Attn. Asset Development Manager
PO Box 909
Santa Fe, NM 87504-0909

Commission: Sommer Karnes & Associates, LLP
PO Box 2476
Santa Fe, NM 87504 3

With a copy to: Clerk of the New Mexico Supreme Court
PO Box 848
Santa Fe, NM 87504

13. GOVERNING LAW

Notwithstanding the place where this Agreement may be executed by any of the Parties hereto, the Parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the STATE OF NEW MEXICO.

14. MISCELLANEOUS

Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns. No assignment of this Agreement shall be permitted except with the written consent of the other Party, which consent shall not be withheld unreasonably. The warranties, representations and terms of this Agreement shall survive delivery of the executed Quitclaim Deed and shall not be merged therein.

15. EXECUTION OF CONVEYANCE

The approval and execution of this Agreement grants the authority to fully execute the conveyance of the Alley via Quitclaim Deed by the Mayor.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have effectively executed this Agreement as of the date of their last signature below.

DONOR: CITY OF SANTA FE

DONEE: SUPREME COURT BUILDING COMMISSION
OF THE STATE OF NEW MEXICO

MICHAEL GARCIA, MAYOR



DAVID K. THOMSON, CHIEF JUSTICE

DATE: _____

DATE: 4/29/26

ATTEST:

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Marcos D. Martinez
Marcos D. Martinez (Apr 28, 2026 15:58:44 MDT)

MARCOS MARTINEZ, CITY ATTORNEY

APPROVED AS TO FINANCE:

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR
NO FUNDS ACCOUNT – DONATION

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

EXHIBIT "C"

Grant of Easement for Ingress, Egress and Private Utilities

This Grant of Easement for Ingress, Egress and Private Utilities (the "Grant of Easement") is made this ___ day of _____, 2026, by the Supreme Court Building Commission of the State of New Mexico ("Grantor") in favor of the real property owned by Mary Catherine Casey and Cynthia Robin Connell, a.k.a. C. Robin Connell, as trustees of the Casey-Connell Revocable Trust under a Trust Agreement dated June 29, 2022, whose address is 1712 Vassar Dr. SE, Albuquerque, NM 87106, ("Grantee 1") and Galisteo Street II, Inc., the address of which is 224 Galisteo Street, Santa Fe, NM 87501 ("Grantee 2").

Recitals:

1. Grantor owns that certain real property in Santa Fe County, New Mexico commonly known as 237 Don Gaspar Avenue and more particularly described in Exhibit 1, attached hereto and incorporated herein (the "Grantor Property").
2. Grantee 1 owns that certain real property in Santa Fe County, New Mexico commonly known as 127 East De Vargas Street and more particularly described in Exhibit 2, attached hereto and incorporated herein ("Tract B").
3. Grantee 2 owns that certain real property in Santa Fe County, New Mexico commonly known as 129 East De Vargas Street and more particularly described in Exhibit 3, attached hereto and incorporated herein ("Tract A").
4. Mary Catherine Casey and Cynthia Robin Connell, a.k.a. C. Robin Connell, as trustees of the Betty R. Caldwell Revocable Trust dated 7/29/96 executed that certain Amended and Restated Reservation of Easements (the "Reservation of Easements") filed for record as Instrument No. 1974016, on December 9, 2021 of the records of Santa Fe County, New Mexico, with respect to Tract A and Tract B, by which the grantor granted and reserved certain access and utility easements between Tract B and Tract A, as shown on the Amended Boundary Survey Plat filed for record as Instrument No. 1974367 on December 14, 2021 in Book 885 at Page 42 of the records of Santa Fe County, New Mexico (the "Amended Boundary Survey").
5. Grantor desires to grant Grantee 1 and Grantee 2 an easement for ingress and egress limited in scope as defined herein and private utilities across and along a portion of the easterly boundary of the Grantor Property as more particularly shown on Exhibit 4 and as described therein.

Grant of Easement

By this instrument, Grantor grants the following easement:

- A. Grant of Easement. Grantor hereby grants an easement for ingress and egress and installation, maintenance and repair of private underground utilities across, beneath and along the eastern boundary of the Grantor Property for the benefit of Tract A and Tract B as more

particularly shown on Exhibit 4 and described therein (the "Easement") on the terms and conditions contained herein.

B. Purpose of Easement. The purposes of the Easement are to maintain the historic and current use of the alley within the Easement area by allowing Grantee 1 to access Tract B and continue complying with Grantee 1's obligations under the Reservation of Easements, allowing Grantee 2 to access Tract A via Tract B and also creating a private underground utility easement in favor of Tract A and Tract B.

C. Scope of Easement. Use of the Easement is limited to vehicular access to the existing parking spaces on Tract B west and south of the existing buildings and to vehicular access to Tract A via Tract B. Parking within the Easement is prohibited.

Use of the Easement for private underground utilities is subject to the following:

1. Installation of underground utilities within the Easement is allowed once, shall be at the sole cost of the acting owner and all required City of Santa Fe and any other government approvals shall be obtained prior to the commencement of underground utility installation work. No above-ground utilities may be placed within the Easement. The acting owner shall provide notice to the non-acting owner and Grantor prior to making any application to the City and the non-acting owner and Grantor shall be allowed to tap into any underground utilities installed within the Easement.

2. Installation of underground utilities within the Easement may not take place during the Legislative session, shall be completed as soon as practicable following commencement of work and shall not take longer than 20 calendar days to complete, as documented by the contractor's schedule. The acting owner shall provide to Grantor written notice of the planned utility installation prior to applying to the City for approval of such work and, not less than 10 calendar days prior to initiation of work, a copy of the contractor's schedule and the governmental approvals. The acting owner shall provide to Grantor written notice of any intended maintenance or repair work not less than 48 hours prior to carrying out such work.

3. Following any underground utility installation, the acting owner shall repave the entire width of the easement for the length of the underground utility installation. For any maintenance or repair work, the acting owner shall restore all disturbed areas within the Easement to their prior condition, to the extent practicable.

D. Improvement and Maintenance. Grantee 1 and Grantee 2 may carry out maintenance and repair of the surface of the Easement only in accordance with a validly issued development permit from the City of Santa Fe, paid for solely by the acting owner in a timely fashion to avoid the placement of any materialmen's liens upon the Grantor Property. Grantor may carry out maintenance and repair of the surface of the Easement pursuant to a validly issued development permit from the City of Santa Fe and may install an automatic gate across the Easement at its own cost, subject to satisfaction of any requirements of the City of Santa Fe with respect to emergency access, provision of an access code to Grantee 1 and Grantee 2 and maintenance of vehicular access to the existing parking space at the southwest corner of Tract A.

Grantor may also remove the existing pedestrian gate at the north end of the Easement at its sole discretion or may lock said gate subject to provision of a key or access Code to Grantee 1 and Grantee 2.

E. Indemnity. Any damage to property subject to the Easement resulting from the negligence or misconduct of Grantee 1 or Grantee 2 shall be promptly paid at the sole cost and expense of the owner causing such damage. In the event the party causing such damage does not pay, then Grantor may carry out necessary improvements and shall be entitled to repayment by the owner causing such damage.

F. Binding Effect. The Easement shall run with the land, shall burden the Grantor Property and benefit Tract A and Tract B and shall be binding upon and inure to the benefit of the heirs, successors, assigns, grantees, and lessees of the owners of the Grantor Property, Tract A and Tract B.

G. Governing Law. This Grant of Easement shall be governed by the laws of the State of New Mexico.

H. Amendment. Any amendment to this Grant of Easement must be in writing and executed by the owners of the Grantor Property, Tract A and Tract B.

[Signatures and acknowledgments on following pages]

IN WITNESS WHEREOF, this Grant of Easement has been executed on the day and year first set forth above.

GRANTOR:

Supreme Court Building Commission of the State of New Mexico

David K. Thomson, Chief Justice of the
New Mexico Supreme Court and Chair
of the Supreme Court Building Commission

The foregoing Grant of Easement was acknowledged before me by David K. Thomson in his Capacities as Chief Justice of the New Mexico Supreme Court and Chair of the Supreme Court Building Commission on this ____ day of _____ 2026.

Notary Public/Notarial Officer
My commission expires: _____

Exhibit 1

Grantor Property

Insert Legal description for recorded Lot Consolidation Plat

EXHIBIT 2

Grantee 1 Property

Tract B, within projected Section 24, T. 17 N., R. 9 E., N.M.P.M. within the Santa Fe Grant, City of Santa Fe, Santa Fe County, New Mexico and being further described as follows:

COMMENCING at a Sanitary Sewer Manhole No. 7, Line V lying in East De Vargas Street, thence,

N 64°05'05" E a distance of 11.29 feet to a point; thence,
N 12°58'36" E a distance of 71.28 feet to a point; thence,
N 12°52'20" E a distance of 69.68 feet to a 1/2" rebar and cap, PS 4070, and the POINT OF BEGINNING, thence,

N 12°52'20" E a distance of 88.25 feet to a 1/2" pipe; thence,
S 85°45'23" E a distance of 69.02 feet to a 3/4" pipe; thence,
S 89°26'37" E a distance of 32.63 feet to a point; thence,
in a southeasterly direction with a curve turning to the right with a radius of 12.30 feet, having a chord bearing of S 37°53'33" E and a chord distance of 19.27 feet, a central angle of 103°06'08" and an arc length of 22.13 feet to a point; thence,
S 13°39'31" W a distance of 90.41 feet to a 1/2" CIP, PS 4070, thence,
N 80°37'42" W a distance of 48.72 feet to a 1/2" pipe; thence,
N 77°07'40" W a distance of 65.18 feet to the POINT OF BEGINNING.

All as shown on a plat entitled "Amended Boundary Survey Plat for the Betty R. Caldwell Revocable Trust" recorded December 14, 2021 in Plat Book 885, page 042 as Instrument No. 1974367.

EXHIBIT 3

Grantee 2 Property

Tract A as shown and delineated on plat of survey entitled "Amended Boundary Survey Plat for the Betty R. Caldwell Revocable Trust, Tract A and Tract B, within projected Section 24, T17N, R9E, NMPM, Santa Fe, Santa Fe County, New Mexico, 127-129 East De Vargas Street" dated December 14, 2021 and recorded December 14, 2021 as Instrument No. 1974367 in Plat Book 885 at Page 42, records of Santa Fe County, New Mexico

EXHIBIT 4

Legal Description of Access Easement

*Legal Description
of
Alley*

A parcel of land located within the City of Santa Fe, County of Santa Fe, State of New Mexico in Section 24, T. 17 N., R. 9 E., N.M.P.M. as projected into the Santa Fe Grant and being further described as follows:

BEGINNING at the southeast corner of the parcel herein described, being the identical southwest corner of Tract A as shown in Plat Book 885, page 042, marked by a metal plug in the curb, from whence a sanitary sewer manhole No. 7, Line V, lying in East De Vargas Street bears: S 64°05'05" W 11.29 feet, thence from said point of beginning along the south side of the herein described alley;

N 70°12'01" W a distance of 10.00 feet to a calculated point, said point being and intended to be the southeast corner of Lot 12, Block 53 of the Official Kings Map of the City of Santa Fe as shown in Plat Book 9, page 186 and the southwest corner the alley herein described, thence, along the common line of Lot 12, Block 53 and the west side of the alley;

N 12°54'55" E a distance of 226.50 feet to a calculated point, being the northeast corner of said Lot 12, Block 53 and the northwest corner of the alley herein described and the south boundary of the Santa Fe River Park, thence along the north side of the ally and the south boundary of the Santa Fe River Park;

S 85°45'23" E a distance of 10.00 feet to a ½" pipe marking the northeast corner of the alley and the northwest corner of Tract B as shown in Plat Book 885, page 042, thence along the common line of the alley and Tract B:

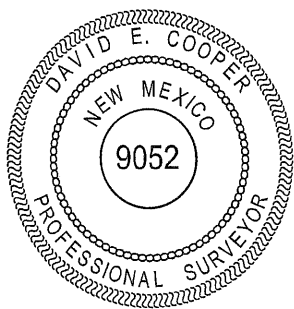
S 12°52'20" W a distance of 88.25 feet to a ½" capped iron pin, P.S. 4070 marking the common corner of Tract A and Tract B, as shown in Plat Book 885, page 042, thence continuing along said common line of Tract A and the alley;

S 12°52'20" W a distance of 69.68 feet to a ½" capped iron pin, P.S. 9052, thence continuing along said common line of Tract A and the alley;

S 12°58'36" W a distance of 71.28 feet to the place and point of BEGINNING.

NOTES

- 1.) Basis of bearing for this legal description was taken from the west boundary of Tract A and Tract B as shown in Plat Book 885, page 042.
- 2.) Plat reference;
 - a.) Lot 12, Block 53 of the Official Kings Map of the City of Santa Fe as shown in Plat Book 9, page 186.
 - b.) Lot Line Adjustment, 129 East De Vargas Street, recorded in Plat Book 193, pages 2-4.



I, David E. Cooper, a duly licensed Professional Surveyor in the State of New Mexico hereby certify that this Legal Description represents an actual survey made in the field by me or under my direction and the documents noted hereon, that it meets the Minimum Standards for Surveys in New Mexico and that the information contained herein is true and correct to the best of my knowledge, information and belief.

David E. Cooper
David E. Cooper

P.S. No. 9052

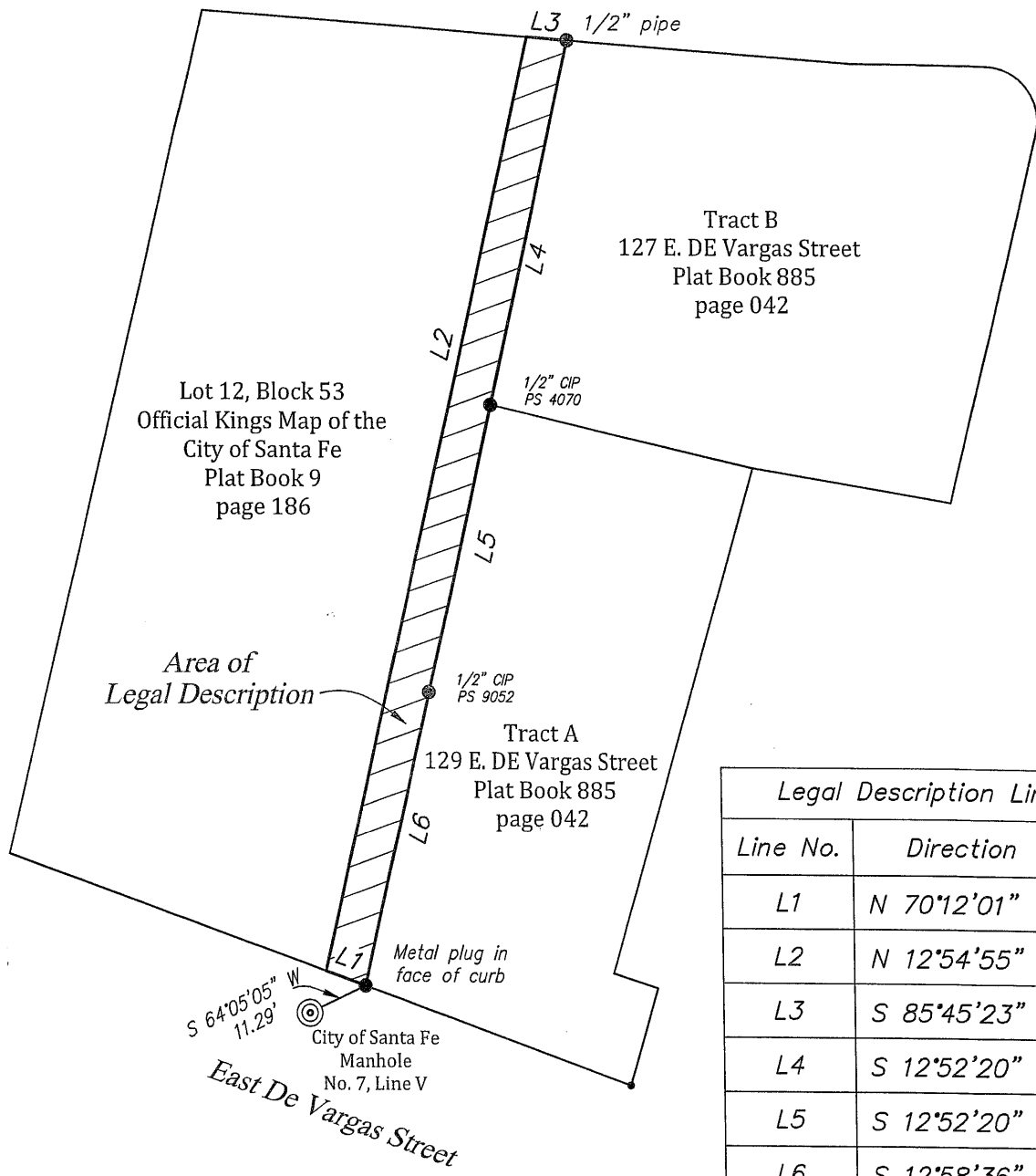
*Sierra Land Surveying, Inc.
1452 South St. Francis Drive
Santa Fe New Mexico
505-983-5932
Email: sls@SierraLandSurveys.com*

*Sierra Proj. No. LG-020-0421
Date: September 22, 2025*

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State of New Mexico



Legal Description Line Table

Line No.	Direction	Length
L1	N 70°12'01" W	10.00'
L2	N 12°54'55" E	226.50'
L3	S 85°45'23" E	10.00'
L4	S 12°52'20" W	88.25'
L5	S 12°52'20" W	69.68'
L6	S 12°58'36" W	71.28'



David E. Cooper

Sierra Land Surveying, Inc.
1452 South St. Francis Drive
Santa Fe New Mexico
505-983-5932
Email: sls@SierraLandSurveys.com

Sierra Proj. No. LG-020-0421
Date: September 22, 2025

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New Mexico
Department of Finance
and Administration

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Cabinet Secretary Wayne Propst

Governor Michelle Lujan Grisham

SENT VIA ELECTRONIC MAIL MESSAGE (bjmoya@santafenm.gov)

Date: April 29, 2026

To: Interim City Manager Brian Moya
City of Santa Fe
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

Re: Approval of No-Consideration Conveyance of Alley to the Supreme Court Building Commission

Dear Mr. Moya:

The Local Government Division (LGD) of the Department of Finance and Administration (DFA), acting under NMSA 1978, Section 13-6-2, has reviewed the City of Santa Fe's request for approval to donate a strip of real property to the Supreme Court Building Commission.

Based on the City's submission, LGD confirms the following:

1. Governmental purpose and public safety/security. The City represents that the donation advances a documented public safety and security objective by restricting public access through a ten-foot-wide public alley adjacent to state judicial facilities and employee parking, thereby enabling the Commission to take steps to secure the area.
2. Eligible recipient and alignment with statutory mission. The proposed recipient, the Supreme Court Building Commission, is an agency of the State of New Mexico created under NMSA § 34-3-1 (1978) and is responsible for the Supreme Court Building.
3. Identified the asset and its valuation. The asset is a ten-foot-wide alley, comprising 1,579 square feet, extending north from East De Vargas Street between Don Gaspar Avenue and Old Santa Fe Trail, adjacent to the eastern boundary of the Supreme Court Building property. The alley has been appraised at \$69,000, and the appraisal was provided to the City.
4. Action by the local governing body is calendared. The City Council is set to consider the donation on May 13, 2026.

Conclusion and Approval

Subject to final approval by the City's governing body and compliance with all applicable statutory and charter requirements, LGD hereby approves the City's proposed no-consideration conveyance of the identified alley to the Supreme Court Building Commission pursuant to NMSA 1978, Section 13-6-2. This approval is limited to the transaction described above and is conditioned on:

1. City Council approval on the date calendared or on such later date as the Council may lawfully act;
2. Execution of instruments that accurately describe the property as identified in the City's submission; and
3. Retention of the appraisal and governing body action in the City's records.

Please provide LGD with a copy of the final Council resolution or ordinance authorizing the conveyance and the fully executed conveyance instrument upon completion.



New Mexico
Department of Finance
and Administration

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Cabinet Secretary Wayne Propst

Governor Michelle Lujan Grisham

If you have any questions, please contact LGD Deputy Division Director Renee Ward at Renee.Ward@dfa.nm.gov.

Regards,

Signed by:

6EB4D958A89A432...
Wayne Propst
Cabinet Secretary

cc: George Hypolite, General Counsel, DFA; Marcos Martinez, City Attorney, Santa Fe; Karl H. Sommer, Counsel for Supreme Court Building Commission



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

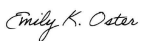
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025

NGUYEN, NINA A.

From: MARTINEZ, MARCOS D.
Sent: Tuesday, April 28, 2026 2:59 PM
To: HARDING, MATTHEW R.; NGUYEN, NINA A.
Cc: LEASE, TERRY J.
Subject: Re: Supreme Court Alley

That is fine. An approval by the GB only needs to go to one committee.

Marcos Martínez
City Attorney's Office
City of Santa Fe

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: HARDING, MATTHEW R. <mrharding@santafenm.gov>
Sent: Tuesday, April 28, 2026 2:57 PM
To: NGUYEN, NINA A. <nanguyen@santafenm.gov>
Cc: LEASE, TERRY J. <tjlease@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: RE: Supreme Court Alley

Hi Marcos,

Can you answer Nina's question:

"The letter from NMFDA should be coming within the next week or so.

Will Marcos approve this so we can get it on the GB for 05/13/2026? I believe that Marcos did approve us going to only Finance and GB, not requiring PW & U, correct?"

Thanks!

Matt Harding
Administrative Manager
City Attorney's Office
City Hall | 200 Lincoln Avenue
Santa Fe, New Mexico 87501
Office: (505) 955-6528
Cell: (505) 637-1518
mrharding@santafenm.gov



CITY OF SANTA FE

Signature: Terry Lease
Terry Lease (May 1, 2026 07:38:13 MDT)

Email: tjlease@santafenm.gov

Signature: 
ANDREA PHILLIPS (May 1, 2026 16:28:53 MDT)

Email: akphillips@santafenm.gov