Agenda

Regular Meeting of the Governing Body
June 11, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/82893522710

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **828 9352 2710**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order

2. Pledge of Allegiance

a. Councilor Faulkner

3. Salute to the New Mexico Flag

   a. Councilor Cassutt

4. Invocation and Rememberances

   a. Councilor Lindell

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

   a. Pro Tem Judge and Update on the Municipal Court. (Judge Chad Chittum, Municipal Court Judge, cdchitttum@santafenm.com)

9. Action Items: Consent Agenda

   a. Request for Approval of the Corrected April 30, 2025, Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 05/14/2025 **POSTPONED**
      Governing Body: 05/28/2025 **APPROVED**
      Governing Body: 06/11/2025

   b. Request for Approval of the May 28, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 06/11/2025

   c. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from El Prado Collective, LLC dba Leo's, for the Following:

      1. Pursuant to §60-6B-10, NMSA 1978, Consideration of a Waiver of the 300-Foot Location Restriction to Allow the Sale of Alcohol at Leo's, 1200 Hickox Street, Which is Within 300 Feet of St. Anne Catholic Church, Located at 505 Alicia St.

      2. If the Waiver of the 300-Foot Location Restriction is Granted, Consideration of a Request for a Restaurant B (Beer, Wine & Spirits) Liquor License with On-Premises Consumption Only, to be Located at Leo's, 1200 Hickox Street.

(Julie Rasmussen, Administrative Assistant; jkrasmussen@santafenm.gov)

Committee Review:
Liquor Hearing: 06/04/2025
Governing Body: 06/11/2025

d. Request for Approval of a Budget Amendment Resolution (BAR) In the Total Amount of $150,000 From Capital Fund Balance into Facilities Division WIP Construction for Repairs to the City Hall Elevator. (Caryn Grosse, Facilities Division Project Manager III, clgrosse@santafenm.gov).

Committee Review
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

e. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $400,000 to Carry Forward the Amount Left Over in the Constituent Services CRM Fund to Remodeling and Replacement to Pay for Council Chambers Upgrade. (Andréa Salazar, City Clerk/Director of Community Engagement; asalazar@santafenm.gov and Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/04/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

f. Request for Approval of Memorandum of Agreement with Santa Fe Public Schools for the School Crossing Guard Program in the Total Amount of $900,000 for a Four Year Term. (Jennifer Morrow, Complete Streets Division Director; jlmorrow@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

g. Request for Approval of a Public Fireworks Display Permit Submitted by the Kiwanis Club of Santa Fe for the Fourth of July Celebration on July 4, 2025, at the Santa Fe Place Mall. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/04/2025
Finance Committee: 06/09/2025

Governing Body: 06/11/2025

h. Request for Approval to Purchase Roadway Marking Materials from 3M Library Transportation Safety Division in the Total Amount of $360,307.40 Excluding NMGRT. (Jose Lerma, Traffic Operations Manager, jnlerma@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

i. Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Department of Transportation for Federal Transit Administration Section 5310 Funding for Public Transportation Services in the Total Amount of $668,072.30 through September 30, 2025. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $534,458 from the MOA to Transit FY25 Revenue, Vehicles Under 1.5 and Data Processing Equipment.

Committee Review
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

j. Request for Approval to Exercise Renewal Option on Item Number #23-0689 with Vector Airport Systems LLC for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport. (Kelly Bynon, Administrative Manager; kabynon@santafenm.gov and Jimmy Gun, Interim Airport Director; kdgunn@santafenm.gov)

Committee Review:
Public Works & Utilities: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

k. Request for Approval of Amendment No. 1 to Collective Bargaining Agreement Item #24-0435 with the Santa Fe Firefighters Association, International Association of Firefighters – Local 2059 to Include the 3% Across the Board Pay Increase for All Fire Union Employees and to Extend the Agreement through June 30, 2027. (Scott Ouderkirk, Assistant Chief of Operations; slouderkirk@santafenm.gov and Charles Gonzales, IAFF Union President – Local 2059; cmgonzales@santafenm.gov)

Committee Review:
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

l. Request for Approval of a Professional Services Agreement with Carr, Riggs & Ingram, LLC for Audit Services in the Total Amount of $349,880.00 through June 30, 2026. (Emily K. Oster, Finance Director; ekoster@santafenm.gov and Matthew Bonifer, Accounting Officer; mtbonifer@santafenm.gov)

Committee Review:
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

m. Request for Ratification of Third Amendment to Cooperative Project Agreement Item #24-0019 with the New Mexico Department of Transportation to Extend the Term through June 30, 2027, to Complete the Engineering Design of S100470 St. Michael's Drive-Rail Trail Underpass Project. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body: 06/11/2025

n. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Mayor Alan Webber)
A Resolution Notifying the County Clerk of the County of Santa Fe that the Regular Local Election on November 4, 2025, Includes Elections for One City Councilor from each Council District and the Mayor of the City of Santa Fe. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Quality of Life Committee: 06/04/2025
Governing Body: 06/11/2025

o. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Councilor Alma Castro)
A Resolution Authorizing the Sale and Consumption of Beer and Wine During the Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays on August 15, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Quality of Life Committee: 06/04/2025
Governing Body: 06/11/2025

10. Action Items: Discussion Agenda

a. Request for Approval of Deputy City Manager Job Description Pursuant to

SFCC 1978, Section 2-4.6(M). (Mark Scott, City Manager; mascott@santafenm.gov)

Committee Review:
Governing Body: 06/11/2025

b. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Alma Castro, and Councilor Amanda Chavez) A Resolution Identifying City Property at 2395 Richards Avenue as a Location for a Micro Community to Provide Shelter and Supportive Services for Individuals Experiencing Homelessness in Santa Fe. (Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Public Works and Utilities: 06/02/2025
Governing Body Special Meeting: 06/03/2025
Quality of Life Committee: 06/04/2025
Governing Body: 6/11/2025

11. Matters from the City Manager

12. Matters from the City Attorney

a. **Executive Session**
In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8), discussion of Disposition of the City-Owned Property Known as “Las Estrellas Tract 6a”. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov).

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber) A Resolution Approving Budget Amendments and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe’s Third Quarter Budget Amendments for Fiscal Year 2025. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov and Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 6/11/2025
Public Works and Utilities Committee: 6/16/2025

Quality of Life Committee: 6/18/2025
Finance Committee: 6/23/2025
Governing Body: 6/25/2025

b. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez)
A Resolution Updating the Terms of and Extending the Pilot Program Supporting Physical and Mental Wellbeing of City of Santa Fe Employees. (Bernadette Salazar, Human Resources Director; bjsalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/11/2025
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

c. CONSIDERATION OF BILL NO. 2025-16. ORDINANCE NO. 2025-____. (Mayor Alan Webber)
A Bill Amending Section 2-4.6 to Remove the Sixty (60) Day Timeline for the City Manager to Hire a Deputy City Manager and Update the Section Consistent with the Charter. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/11/2025
Alternate Schedule Pursuant to Waiver of Procedural Rules

d. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber and Councilor Michael Garcia)
A Resolution Establishing the City of Santa Fe as a Vision Zero City and Directing the City Manager to Take Action in Support of the Vision Zero Goal. (Romella Glorioso-Moss, Projects Administrator; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/11/2025
Bicycling and Pedestrian Advisory Committee: 06/12/2025
Public Works and Utilities Committee: 06/16/2025
Quality of Life Committee: 06/18/2025
Governing Body: 06/25/2025

17. Petitions from the Floor

18. Public Comment on Bills (First Public Comment, No Action)

a. CONSIDERATION OF BILL NO. 2025-14. ADOPTION OF ORDINANCE NO. 2025-_____. (Mayor Alan Webber and Councilor Carol Romero-Wirth)
Authorizing the Issuance and Sale of City of Santa Fe, New Mexico, Tax-Exempt General Obligation Improvement Bonds, Series 2025, in the Principal Amount of $25,000,000, Payable from Ad Valorem Taxes Levied on All

Taxable Property Within the City, Levied Without Limit as to Rate or Amount; Providing for the Form, Certain Terms and Conditions of the Bonds, the Manner of their Execution, and the Method of and Security for Payment Thereof; Delegating Authority to Each of the Mayor, City Manager and City Finance Director to Approve a Form of Notice of Competitive Sale of the Bonds or, if Deemed Advisable, the Selection of Underwriters to Sell the Bonds in a Negotiated Sale, and to Determine the Maturity Dates and Amounts, Interest Rates, Prices, Redemption Features and Other Final Terms of the Bonds in an Award Certificate; Approving the Form of an Agreement for Registrar and Paying Agent Services to be Provided by Bokf, Na and Authorizing is Execution and Delivery; and Providing for Other Details Concerning the Bonds. (Emily Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Governing Body (Public Comment): 06/11/2025
Public Works and Utilities Committee: 06/16/2025
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

19. Final Action on Legislation (Public Hearing)

    a. CONSIDERATION OF BILL NO. 2025-11. ADOPTION OF ORDINANCE NO. 2025__. (Councilor Carol Romero-Wirth and Mayor Alan Webber)
    A Bill Updating the Rates and Fees for Wastewater Utility Services. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

    Committee Review
    Governing Body (Introduced): 04/30/2025
    Governing Body (Public Comment): 05/14/2025
    Public Works and Utilities Committee: 05/19/2025
    Finance Committee: 06/09/2025
    Governing Body (Public Hearing): 06/11/2025

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

    a. **Appeal # 2025-9812-APPL of Case # 2024-9478-HDRB.** Property Owner Miriam Leth Espensen and Agent Stefanie Beninato Appeal the Historic Districts Review Board's December 10, 2024, Decision Denying a Request for an Exception to Exceed the 4'6" Maximum Allowable Height by 1'2" for a Fence in Front of a Contributing House in the Downtown and Eastside Historic and Business Capital Districts. (Frank Ruybalid, Assistant City Attorney; feruybalid@santafenm.gov)

Committee Review:
Governing Body: 04/30/2025 **POSTPONED TO JUNE 11, 2025, REGULAR GOVERNING BODY MEETING**
Governing Body: 06/11/2025

21. Appointments

    a. Mayors Youth Advisory Board

        - Luz Ochoa - Appointment - Term Ending 12/2027
        - Quinn Blakeslee - Appointment - Term Ending 12/2027

22. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, APRIL 30, 2025, 4:30 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Recognition**	**Given**	**3**
2.	**Call To Order**	**Convened at 5:00 pm**	**3**
3.	**Pledge of Allegiance**	**Councilor Michael Garcia**	**3**
4.	**Salute to the NM Flag**	**Councilor Faulkner**	**3**
5.	**Invocation and Remembrances**	**Councilor Cassutt**	**3**
6.	**Roll Call**	**Quorum**	**3-4**
7.	**Approval of Agenda**	**Approved**	**4**
8.	**Approval of Consent Agenda**	**Approved**	**4-5**
9.	**Presentations**		
	a. Water and Wastewater	**Heard**	**5**
	b. Downtown Permit	**Heard**	**5**
10.	**Action Items: Consent Agenda**	**Approved**	**5-9**
11.	**Action Items: Discussion Agenda**	**None**	**9**
12.	**Matters From the City Manager**	**Heard**	**10**
15.	**Matters From the City Clerk**	**Heard**	**10**
16.	**Comm. From the GB**	**Heard**	**10**
17.	**Introductions of Legislation**		
	a. Resolution No. 2025_____	**Introduced**	**10**
	b. Bill No. 2025-11	**Introduced**	**10**
18.	**Petitions From The Floor**	**Heard**	**11-12**
10 T.	**Resolution No. 2025_____**	**Approved**	**12**

10 Y.	**Resolution No. 2025-_____**	**Approved**	**12-13**
21.	**Public Hearings**		
	a. Bill No. 2025-8	**Postponed**	**13-15**
	b. Appeal #2025-9812-APPL	**Postponed**	**15**
22.	**Appointments**		
	a. Pro Tem Judge	**Approved**	**15-16**
	b. Arts Commission	**Approved**	**16**
13.	**Matters From the City Attorney**	**Heard**	**17**
	Executive Session	**Held**	**17**
14.	**Executive Session Action Items**		
	a. Approval of Recommend.	**Approved**	**17-18**
	b. Approval of Settlement	**Approved**	**18**
22.	**Adjourn**	**Adjourned at 12:58 am**	**18-18**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, APRIL 30, 2025 4:30 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. RECOGNITION

- **ELEVATE THE SPECTRUM DAY**
- **CECILIA RIOS DAY**
- **VITALIA MAESTAS GARCIA DAY**

The recognitions were given.

2. CALL TO ORDER

The regular meeting of the Governing Body was called to order by Mayor Webber at 5:00 pm, on Wednesday, April 30, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Michael Garcia.

4. SALUTE TO THE NEW MEXICO FLAG

The salute to the New Mexico Flag was led by Councilor Faulkner.

5. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Cassutt.

A moment of silence and remembrances were given.

6. ROLL CALL

MEMBERS PRESENT
Mayor Alan Webber
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Amanda Chavez, virtually
Councilor Alma Castro
Councilor Pilar Faulkner

Councilor Lee Garcia
Councilor Michael Garcia
Councilor Carol Romero-Wirth

OTHERS PARTICIPANTS ATTENDING
Mark Scott, City Manager
Erin McSherry, City Attorney
Andrea Salazar, City Clerk
Elizabeth Martin, Stenographer, virtually

7. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Cassutt, to postpone item 10 W to the City Council meeting following the proper notice of the public hearing.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

Las Estrellas, subpart 8, was removed from Executive Session inclusion.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Romero-Wirth, to approve the agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

8. APPROVAL OF CONSENT AGENDA

Items 10 T and Y were removed from the Consent Agenda for discussion.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to approve the Consent Agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee

Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to move item 10 T to after Petitions from the Floor.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

MOTION A motion was made by Councilor Castro, seconded by Councilor Cassutt, to move item 10 Y to after Petitions from the Floor.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

9. PRESENTATIONS

A. WATER AND WASTEWATER DIVISION INCREASED REVENUE REQUIREMENTS

Given.

B. DOWNTOWN EMPLOYER PERMIT PROGRAM PILOT UPDATE

Given.

10. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE APRIL 9, 2025, REGULAR GOVERNING BODY MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE THE REQUEST FROM J&J RETIREMENT, LLC DBA JOE'S DINING AND PIZZA FOR A RESTAURANT B (BEER, WINE & SPIRITS)LIQUOR LICENSE WITH

ON-PREMISES CONSUMPTION ONLY WITH PATIO SERVICE.

Approved on consent.

C. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE THE REQUEST FROM NATIONAL DANCE INSTITUTE OF NEW MEXICO (NDI) FOR A WAIVER OF THE 300-FOOT LOCATION RESTRICTION AND APPROVAL TO ALLOW THE DISPENSING/CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE NDI DANCE BARNS, 1140 ALTO STREET, WHICH IS WITHIN 300 FEET OF ASPEN COMMUNITY MAGNET SCHOOL, 450 LA MADERA STREET AND LA COMMUNIDAD DE LOS NINOS HEAD START, 1121 ALTO STREET, FOR NDI NEW MEXICO'S 2025 GALA TO BE HELD ON SATURDAY, MAY 3, 2025, WITH ALCOHOL SERVICES FROM 4:00 PM TO 11:00 PM SATURDAY, MAY 3, 2025, WITH ALCOHOL SERVICE FROM 4:00 PM TO 11:00 PM.

Approved on consent.

D. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO CONSTRUCTION CONTRACT ITEM #25-0013 WITH B&D INDUSTRIES, INC. TO INCREASE COMPENSATION BY $11,363 FOR A NEW TOTAL OF $488,380 INCLUDING NMGRT FOR SOUTHSIDE LIBRARY HVAC REPLACEMENT.

Approved on consent.

E. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH B&D INDUSTRIES, INC, IN THE TOTAL AMOUNT OF $5,409,375 INCLUDING NMGRT FOR ON-CALL ELECTRICAL SERVICES THROUGH JUNE 30, 2029.

Approved on consent.

F. REQUEST FOR APPROVAL OF THE CAPITAL APPROPRIATION PROJECT AGREEMENT C5243321 WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE ST. MICHAEL'S DRIVE RAIL TRAIL UNDERPASS IN THE TOTAL AMOUNT OF $100,000 WITH A REVERSION DATE OF JUNE 30, 2028.

Approved on consent.

G. REQUEST FOR APPROVAL OF A TRANSPORTATION PROJECT

FUND GRANT AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IN THE TOTAL AMOUNT OF $2,300,000 TO CONSTRUCT THE BUCKMAN ROAD PAVEMENT RECONSTRUCTION PROJECT IDENTIFIED AS HW2LP50060 THROUGH JUNE 30, 2027.

Approved on consent.

H. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH TLC SANTA FE, LLC FOR THE REPLACEMENT OF HVAC SYSTEM AT THE SANTA FE REGIONAL AIRPORT IN THE TOTAL AMOUNT OF $404,288.03 INCLUDING NMGRT FOR A ONE-YEAR TERM.

Approved on consent.

I. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $119,949 FROM WASTEWATER FUND BALANCE TO REPAIR AND MAINTENANCE SYSTEM EQUIPMENT FOR THE PASEO REAL WASTEWATER TREATMENT PLAN.

Approved on consent.

J. REQUEST FOR APPROVAL TO PURCHASE A FILTER REPLACEMENT FOR THE WASTEWATER TREATMENT PLANT FOR A TOTAL AMOUNT OF $320,215 WITH PARKSON CORPORATION.

Approved on consent.

K. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICE AGREEMENT WITH INTERA, INC. TO PROVIDE REGULATORY GROUNDWATER MONITORING, SOIL VAPOR MONITORING, AND OTHER ENVIRONMENTAL AND ENGINEERING SERVICES FOR FRANK ORTIZ PARK LANDFILL IN THE TOTAL AMOUNT OF $1,298,250 FOR A FOUR-YEAR TERM.

Approved on consent.

L. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO ITEM #23-0509 WITH AECOM TECHNICAL SERVICES INC. TO REMOVE THE FISCAL YEAR COMPENSATION AMOUNT LIMITS AND INCREASE COMPENSATION BY $4,759,625 FOR A NEW TOTAL AMOUNT OF $8,000,000 FOR SERVICES RELATED TO DAMS AND GEOTECHNICAL ENGINEERING AND GENERAL ENGINEERING.

Approved on consent.

M. REQUEST FOR APPROVAL OF GRANT AGREEMENT FROM THE NEW MEXICO DEPARTMENT OF HEALTH IN THE AMOUNT OF $818,387.10 FOR A COORDINATED COMMUNITY RESPONSE TO COMMUNITY VIOLENCE TO INCLUDE BUT NOT LIMITED TO YOUTH VIOLENCE AND GUN VIOLENCE.

Approved on consent.

N. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH GM EMULSION LLC IN THE TOTAL AMOUNT OF $3,314,913.68 INCLUDING NMGRT FOR THE CONSTRUCTION OF S100370 AGUA FRIA AND COTTONWOOD DRIVE INTERSECTION IMPROVEMENTS PROJECT.

Approved on consent.

O. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF $2,925,700 TO INCREASE VARIOUS ORG AND OBJECTS USING FY25 AVAILABLE REVENUE IN EXCESS OF BUDGETED EXPENDITURES.

Approved on consent.

P. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF $255,000 FROM PARKING ENTERPRISE FUND BALANCE TO PARKING WIP CONSTRUCTION, DATA PROCESSING EQUIPMENT, AND VEHICLES FOR REPAVING WATER STREET PARKING LOT, RAILYARD GARAGE SECURITY CAMERAS, AND AN ELECTRIC TRUCK.

Approved on consent

Q. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT ITEM #21-0522 WITH FCS GROUP, TO INCREASE THE COMPENSATION BY $60,000 FOR A NEW TOTAL AMOUNT OF $696,052 INCLUDING NMGRT AND TO EXTEND THE TERM TO OCTOBER 1, 2025, FOR RATE MODEL SUPPORT ON-CALL FINANCIAL SERVICES.

Approved on consent.

R. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $90,000 INTO FY25 REVENUE AND EXPENSES FOR TRANSITIONAL HOUSING AND SHELTER FACILITIES FOR VICTIMS OF DOMESTIC VIOLENCE.

Approved on consent.

S. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO ITEM #24-0582 WITH WELLS FARGO BANK TO EXTEND THE TERM OF THE MASTER BANKING SERVICES AGREEMENT THROUGH SEPTEMBER 26, 2034.

Approved on consent.

U. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE RAILYARD PLAZA SUMMER SCENE CONCERTS SPONSORED BY THE INTERNATIONAL FOLK ART MARKET ON JULY 9, 10, AND 11, 2025. PURSUANT TO SUBSECTION 23-6.2 C SFCC 1987.

Approved on consent.

V. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION ESTABLISHING A PLAN FOR USE OF BUDGETED FUNDS TO STUDY HIRING COUNCIL STAFF.

Approved on consent.

W. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AS A METROPOLITAN REDEVELOPMENT AREA.

This item was withdrawn from the agenda.

X. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION CORRECTING THE REQUIRED PERMIT NAMED FOR RESOLUTIONS 2025-16, REGARDING THE MOVIES IN THE PARK SERIES; AND 2025-23, REGARDING THE SUMMER SCENE CONCERT EVENT SERIES, CHANGING EACH FROM A SPECIAL DISPENSER PERMIT TO A PUBLIC CELEBRATION PERMIT.

Approved on Consent.

11. ACTION ITEMS: DISCUSSION AGENDA

None.

12. MATTERS FROM THE CITY MANAGER

Heard.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Michael Garcia, to move to items 15, 16 and 17, as the next items on the agenda.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, no; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell, yes; Mayor Webber, yes.

15. MATTERS FROM THE CITY CLERK

Heard.

16. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

17. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER, WINE, AND CIDER DURING THE SANTA FE PRIDE FESTIVAL ON JUNE 28, 2025, IN A BEER, WINE, AND CIDER GARDEN ADJACENT TO 100 S. LINCOLN AVENUE, PURSUANT TO SECTION 23-6.2 C SFCC 1987.

Introduced.

B. CONSIDERATION OF BILL NO. 2025-11. ADOPTION OF ORDINANCE NO. 2025_____. A BILL UPDATING THE RATES AND FEES FOR WASTEWATER UTILITY SERVICES.

Introduced.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to move to item 18 as the next item on the agenda.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, no; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell, yes; Mayor Webber, yes.

18. PETITIONS FROM THE FLOOR

Kathy Rivera. Ms. Rivera spoke to SWAM Park phase 2 and the Ft. Marcy pools that do not have a budget for the maintaining of the facilities and the suggestion that the Council needs to take care of what we have today.

Ocou Oppenheimer. Mr. Oppenheimer spoke in opposition to the Zia Road widening Resolution.

Tom Agar. Mr. Agar spoke in opposition to the Zia Road Resolution.

Barbara Levin. Ms. Levin spoke in opposition to the Zia Road Resolution.

Antionette. Antionette spoke in opposition to the Zia Road Resolution.

Robin Wakeland. Ms. Wakeland spoke in opposition to the Zia Road Resolution.

Mark Randall. Mr. Randall spoke to fixing the turn involved in the Zia Road Resolution.

Pat Hastings. Ms. Hastings spoke in opposition ot the Zia Road Resolution.

Anne Watkins. Ms. Watkins spoke in support of the Zia Road Resolution.

Elizabeth West. Ms. West read a portion of the Chapter 14 Land Use Code relative to the H Board power.

Stephanie Beninato. Ms. Beninato spoke about the budget issue of transferring $3 million to the Housing Trust Fund, Cecilia Rios Day and the blighted area.

Adam John Griego. Mr. Griego spoke in support of the immigrant community.

Rick Martinez. Mr. Martinez spoke about the Zia Road Resolution and the loss of 2 acequias destroyed by a developer.

Tara Lujan. Ms. Lujan spoke about the Immigration Committee membership item supported the membership of a City Councilor to show leadership support.

Evan Mocrato (chair of the Immigration Committee). Mr. Mocrato stated that the Committee voted to have a City Councilor on the Committee as a non-voting liaison only.

John Paul Granillo. Mr. Granillo spoke about the Immigration Committee and what can be done to speed up actions.

Tom Nichols. Mr. Nichols spoke about a turn land not being necessary in Candlelight and about his water bill.

Naomie Todd Reyes. Ms. Reyes spoke in favor of a Councilor on the Immigration Committee.

Andrea Romero. Ms. Romero spoke in support of having a Councilor in the Immigration Committee.

T. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING AND DIRECTING THE WIDENING OF ZIA ROAD TO ACCOMMODATE A NECESSARY DECELERATION LAND, USING ADJACENT, UNIMPROVED LAND COMPRISING APPROXIMATELY ONE PERCENT (1%) OF CANDELERO PARK, ON ITS FAR NORTHERN BOUNDARY, AND DIRECTING THE CITY MANAGER TO DESIGNATE AN AGENT TO APPLY FOR A LOT LINE ADJUSTMENT AND ANY OTHER ADMINISTRATIVE STEPS REQUIRED AS THE GOVERNING BODY AGENT.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to approve the Resolution.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to approve Amendment A.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, no; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to approve the Resolution as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, no; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

Y. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AMENDING THE IMMIGRATION COMMITTEE'S PURPOSE AND MEMBERSHIP.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to approve the Resolution.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to approve Amendment A.

VOTE The motion failed on a roll call vote as follows:

Councilor Romero-Wirth, no; Councilor Michael Garcia, yes; Councilor Lee Garcia, no: Councilor Cassutt, no; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, no; Councilor Chavez, no; Mayor Webber, no.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve Amendment B.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, no; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, no; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to approve the Resolution as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, no; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes

Councilor Lindell left the meeting and will re-join by Zoom.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to move to item 21 next on the agenda.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, no; Councilor Faulkner, yes; Councilor Chavez, yes; Mayor Webber, yes.

21. PUBLIC HEARINGS (LAND USE CASES, APPEALS AND OTHER ITEMS REQUIRED TO HAVE A PUBLIC HEARING)

A. CONSIDERATION OF BILL NO. 2025-8. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL REZONING AN APPROXIMATELY 2.50-ACRE TRACT OF LAND LOCATED AT 214 CAMINO DE LOS MARQUEZ, FROM R-21 PUD (RESIDENTIAL TWENTY-ONE (21) DWELLINGS PER ACRE, PLANNED UNIT DEVELOPMENT) TO R-29 (RESIDENTIAL TWENTY-NINE)29) DWELLINGS PER ACRE) (CASE NO. 2024-8898).

The Mayor opened the Public Hearing and asked for public comment.

Michael Robbins. Mr. Robbins spoke in support of the Bill.

Michael Chabin. Mr. Chabin spoke is support of the Bill.

Karen Henderson. Ms. Henderson spoke in support of the Bill.

Anna Chavez Stone. Ms. Stone spoke in opposition of the Bill.

Hubert von Hecke. Mr. von Hecke spoke in opposition of the Bill as there is no affordable housing.

Hope Reed. Ms. Reed spoke in opposition of the Bill.

Debra von Hecke. Ms. von Hecke spoke in opposition of the Bill as there is no affordable housing.

Stephanie Beninato. Ms. Beninato spoke against the density.

Franchesca Vangie. Ms. Vangie spoke in opposition of the Bill.

Cheryl Petterman. Ms. Petterman spoke in support of the Bill.

David Thompson. Mr. Thompson spoke is opposition to the development.

Monica Perowski. Ms. Perowski spoke in opposition of the Bill.

Councilor Lindell joined the meeting virtually.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Michael Garcia, to postpone the item and to continue the public hearing and process at the Governing Body meeting on May 14, 2025.

VOTE The motion passed on a roll call vote as follows:
Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

B. APPEAL # 2025-9812-APPL OF CASE # 2024-9478-HDRB. PROPERTY OWNER MIRIAM LETH ESPENSEN AND AGENT STEPHANIE BENINATO APPEAL THE HISTORIC DISTRICTS REVIEW BOARD'S DECEMBER 10, 2024, DECISION DENYING A REQUEST FOR AN EXCEPTION TO EXCEED THE 4'6" MAXIMUM ALLOWABLE HEIGHT BY 1'2" FOR A FENCE IN FRONT OF A CONTRIBUTING HOUSE IN THE DOWNTOWN AND EASTSIDE HISTORIC AND BUSINESS CAPITAL DISTRICTS.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to postpone this item to the Governing Body on June 11, 2025.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to go to item 22 as the next agenda item.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes;

Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

22. APPOINTMENTS

A. PRO TEM JUDGE

- DAVID THOMAS

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner. To approve the appointment as Pro Tem Judge.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

B. ARTS COMMISSION

- HEIDI BRANDOW - APPOINTMENT - FILLING AN UNEXPECTED TERM ENDING 10/2026.

- ERIN DE ROSA - APPOINTMENT - FILLING AN UNEXPIRED TERM ENDING 10/2026.

- HERNAN GOMEZ - APPOINTMENT - TERM ENDING 10/2026

- KARINA HEAN - APPOINTMENT - TERM ENDING 10/2026

- MAYRAH UDAVARDI - APPOINTMENT - TERM ENDING 10/2026

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the appointments to the Arts Commission.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to move to item 13 as the next item on the agenda.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell; Mayor Webber, yes.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to suspend the rules to allow for the meeting to go past 11:30 pm.

VOTE The motion passed on a roll call vote as follows:

Councilor Cassutt, no; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes; Councilor Chavez, no; Councilor Faulkner, no; Councilor Lindell, no; Councilor Romero-Wirth, yes; Councilor Castro, yes; Mayor Webber, yes.

13. MATTERS FROM THE CITY ATTORNEY

Heard.

EXECUTIVE SESSION

IN ACCORDANCE WITH THE NEW MEXICO OPEN MEETING ACT, NMSA 1978, SECTION 10-15-1, SUBPARTS (H) (7), ATTORNEY-CLIENT PRIVILEGED DISCUSSION OF PENDING AND THREATENED LITIGATION, THROUGH A QUARTERLY LITIGATION UPDATE, INCLUDING, BUT NOT LIMITED TO, DISCUSSION OF THREATENED LITIGATION IN THE MATTER OF THE ESTATE OF DOROTHY STEVENS; *HILL ET. AL VS CITY OF SANTA FE,* A-1-CA-42062, *EDUCATION RETIREMENT BOARD VS CITY OF SANTA FE,* D-101-CV-2024-02691, *THORNE ET AL V. GOVERNING BODY OF THE CITY OF SANTA FE/ AMESTOY,* D-101-CV-2024-00892 AND *C*ITY AND *COUNTY OF SAN FRANCISCO ET AL. VS. TRUMP, 25-CV-01350-WHO.*

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to pursuant to the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, subpart (H) (7), enter into Executive Session.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Councilor Lindell, yes; Mayor Webber, yes.

The Governing Body entered into Executive Session at 12:10 am.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to reconvene in open session.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes;. Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Mayor Webber, yes.

The Governing Body reconvened in open session at 12:50 am.

14. EXECUTIVE SESSION ACTION ITEMS

A. APPROVAL OF ATTORNEY-CLIENT PRIVILEGED RECOMMENDED STRATEGY/NEXT STEPS IN THE MATTER OF THREATENED LITIGATION REGARDING THE ESTATE OF DOROTHY STEVENS.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to accept the recommendation of the City Attorney in this matter.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, no; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Mayor Webber, yes.

B. APPROVAL OF A SETTLEMENT AGREEMENT RESOLVING THE PLAINTIFF'S APPEAL OF THE DISTRICT COURT DECISION IN THRONE, ET AL V. GOVERNING BODY OF THE CITY OF SANTA FE/AMESTOY, D-101-CV-2024-00892.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to accept the decision of the City Attorney in this matter.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes; Mayor Webber, yes.

23. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 12:58 am.

_____
Mayor Alan Webber

Attested To By:

_____
Andrea Salazar, City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
May 1, 2025

The Governing Body of the City of Santa Fe met in an executive session duly called on May 1, 2025, beginning at 12:18 a.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subparts (H)(7) and (8), Attorney-Client Privileged Discussion of Pending and Threatened Litigation, Through a Quarterly Litigation Update, Including, but Not Limited to, Discussion of Threatened Litigation in the Matter of the Estate of Dorothy Stevens; *Hill et. al vs. City of Santa Fe*, A-1-CA-42062, *Education Retirement Board vs. City of Santa Fe*, D-101-CV-2024-02691, *Throne, et al v. Governing Body of the City of Santa Fe/Amestoy*, D-101-CV-2024-00892 and *City and County of San Francisco et al. vs. Trump*, 25-cv-01350-WHO; and discussion of Disposition of Property Known as Las Estrellas Tract 6a. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov)

PRESENT
Mayor Webber
Councilor Lindell (Virtual)
Councilor Castro
Councilor M. Garcia
Councilor Romero-Wirth
Councilor L. Garcia
Councilor Faulkner
Councilor Cassutt
Councilor Chavez (Virtual)

STAFF PRESENT
Mark Scott, City Manager
Erin McSherry, City Attorney
Andréa Salazar, City Clerk/Director of Community Engagement
Joe Klaus, Outside Council (left at 12:40 a.m.)
Chris Ryan, Senior Assistant City Attorney (left at 12:40 a.m.)
Melanie Lovato, Risk Manager (arrived at 12:35 a.m. and left at 12:40 a.m.)

There being no further business to discuss, the executive session was adjourned at 12:44 a.m.

ANDREA SALAZAR (May 6, 2025 10:53 MDT)

Andréa Salazar, City Clerk/Director of Community Engagement

Agenda

Regular Meeting of the Governing Body
May 28, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/86234758371

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **862 3475 8371**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order

2. Pledge of Allegiance

a. Councilor Chavez

3. Salute to the New Mexico Flag

   a. Councilor Castro

4. Invocation and Rememberances

   a. Councilor Michael Garcia

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

9. Action Items: Consent Agenda

   a. Request for Approval of the April 30, 2025, Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 05/14/2025

   b. Request for Approval of the May 14, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 05/28/2025

   c. Request for Approval of a Construction Contract with Great Western Electrical, Inc. in the Total Amount of $5,409,375 Including NMGRT for On-Call Electrical Services through June 30, 2029. (Joshua Bohlman, Public Works Project Manager, jbohlman@santafenm.gov)

      Committee Review
      Public Works and Utilities Committee: 05/19/2025
      Finance Committee: 05/27/2025
      Governing Body: 05/28/2025

   d. Request for Approval of Amendment No. 2 to Item # 23-0157 with Thatcher Company of Arizona, Inc. to Increase the Compensation by $62.890.08 for a New Total Contract Amount of $4,641,890.08 to Provide Chemicals for the Treatment of Drinking Water at the Canyon Road Water Treatment Plant. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov and Leroy Alvarado, Wastewater Management Division Operations Supervisor, lmalvarado@santafenm.gov)

Committee Review:
Public Works and Ultility Committee: 05/19/2025
Fiannce Committee: 05/27/2025
Governing Body: 05/28/2025

e. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0224 with GME General Building LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Gloriosos-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities: 05/19/2025
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

f. Request for Approval of Amendment No. 3 to Construction Contract Item #23-0565 with CF Padilla to Increase the Compensation by $606,315.66 for a New Total Amount Not to Exceed $19,839,842.92, Including NMGRT for Construction of the Nichols Dam Rehibilitation Project. (Taylor Jurgens, Engineer; trjurgens@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $606,316 from the Water Enterprise Fund Balance to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation Project.

Committee Review:
Public Works and Utilities Committee: 05/19/2025
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

g. Request for Approval of a Professional Services Contract with Government Portfolio Advisors (GPA) for Investment Advisory Services in the Total Amount of $389,475 for a Four-Year Term. (Emily K. Oster, Finance Director; ekoster@santafenm.gov : Alexis Lotero, Assistant Finance Director; aclotero@santafenm.gov)

Committee Review:
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

h. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Signe Lindell)
A Resolution Authorizing the Sale and Consumption of Beer and Wine During Portions of the International Folk Art Market on July 10 and 12, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/14/2025
Quality of Life Committee: 05/21/2025
Governing Body: 05/28/2025

i. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Carol Romero-Wirth)
A Resolution Restricting the Weight Limit on the Cerro Gordo Bridge No. 8838 Not to Exceed a Gross Weight Limit of Fifteen (15) Tons Until Repairs are Made; Directing Installation of Weight Limitation Signs in Advance of the Bridge and Notice of this Resolution Sent to the New Mexico Motor Transportation Department, as Required by State Law; Specifying that Violation of the Weight Limit is a Misdemeanor, Punishable by the Penalties in NMSA 1978, Section 66-8-7; and Directing Notice to the New Mexico Department of Transportation when Repair Completion and Full Access to the Bridge is Restored. (Jennifer Morrow, Complete Streets Division Director; jlmorrow@santafenm.gov)

Committee Review:
Finance Committee(Introduced): 05/27/2025
Governing Body: 05/28/2025

10. Action Items: Discussion Agenda

a. Request for Approval to Enter a Memorandum of Agreement with the New Mexico Health Care Authority (NMHCA) for the Purpose of Participation in the New Mexico Ambulance Supplemental Payment Program to Facilitate an Inter-Governmental Transfer of Funds Paid by the City to NMHCA in the Amount of $871,970.20 with a Return Revenue of $3,181,211.95 to the City from the Federal Medicaid Program. (Sten Johnson, Assistant Fire Chief; sajohnson@santafenm.gov)

Committee Review:
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

b. Request for Approval of Amendment No. 3 to Solutions Agreement Item #22-0176 with Mainline Information Systems to Increase the Compensation by $323,605 for a New Total Amount of $1,038,873.48, Extend the Term to May 31st, 2026, and Add Additional Products. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov; Larry Worstell, ISD Manager; lfworstell@santafenm.gov)

Committee Review:
Finance Committee: 05/27/2025

Governing Body: 05/28/2025

c. Request for Approval of Amendment No.1 to Item #25-0012 Construction Contract with Vital Consulting Group, LLC. to Increase Compensation by $322,018.62, for a New Total Amount of $7,504,116.67 Including NMGRT, to Change the Scope of Work and to Complete Demolition and Reconstruction of the Terminal Ramp at the Santa Fe Regional Airport. (Sebastian Gallegos, Project Administrator; sfgallegos@santafenm.gov)

Committee Review:
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

d. Request for Approval of Amendment No. 3 to Legal Services Agreement Item #23-0635 with Brownstein Hyatt Farber Schreck, LLP to Increase the Not-to-Exceed Amount by $120,000 for a New Total Amount of $412,160.25 Including NMGRT for Legal Services Related to the Development of the Midtown Property (Erin McSherry, City Attorney: ekmcsherry@santafenm.gov)

Committee Review:
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

11. Matters from the City Manager

12. Matters from the City Attorney

    a. EXECUTIVE SESSION

    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8) (Discussion of the Disposition of Real Property), Discussion of the Premises Located at 2801 Cerrillos Road, Currently Leased to Interfaith Community Shelter Group. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov)

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Councilor Alma Castro)
    A Resolution Authorizing the Sale and Consumption of Beer and Wine During the Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays on August 15, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Quality of Life Committee: 06/04/2025
Governing Body: 06/11/2025

b. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Mayor Alan Webber)
A Resolution Notifying the County Clerk of the County of Santa Fe that the Regular Local Election on November 4, 2025, Includes Elections for One City Councilor from each Council District and the Mayor of the City of Santa Fe. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Quality of Life Committee: 06/04/2025
Governing Body: 06/11/2025

c. CONSIDERATION OF BILL NO. 2025-14. ADOPTION OF ORDINANCE NO. 2025-_____. (Mayor Alan Webber and Councilor Carol Romero-Wirth)
Authorizing the Issuance and Sale of City of Santa Fe, New Mexico, Tax-Exempt General Obligation Improvement Bonds, Series 2025, in the Principal Amount of $25,000,000, Payable from As Valorem Taxes Levied on All Taxable Property Within the City, Levied Without Limit as to Rate or Amount; Providing for the Form, Certain Terms and Conditions of the Bonds, the Manner of their Execution, and the Method of and Security for Payment Thereof; Delegating Authority to Each of the Mayor, City Manager and City Finance Director to Approve a Form of Noice of Competitive Sale of the Bonds or, if Deemed Advisable, the Selection of Underwriters to Sell the Bonds in a Negotiated Sale, and to Determine the Maturity Dates and Amounts, Interest Rates, Prices, Redemption Features and Other Final Terms of the Bonds in an Award Certificate; Approving the Form of an Agreement for Registrar and Paying Agent Services to be Provided by Bokf, Na and Authorizing is Execution and Delivery; and Providing for Other Details Concerning the Bonds. (Emily Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Governing Body (Public Comment): 06/11/2025
Public Works and Utilities Committee: 06/16/2025
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

d. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Alma Castro, and Councilor Amanda Chavez)
A Resolution Identifying City Property a 2395 Richards Avenue as a Location for a Micro Community to Provide Shelter and Supportive Services for Individuals Experiencing Homelessness in Santa Fe. (Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Public Works and Utilities: 06/02/2025
Governing Body Special Meeting: 06/03/2025

17. Petitions from the Floor

18. Public Comment on Bills (First Public Comment, No Action)

    a. CONSIDERATION OF BILL NO. 2025-12. ADOPTION OF ORDINANCE NO. 2025____. (Mayor Alan Webber)
    Be it Ordained by the Governing Body of the City of Santa Fe: Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe, New Mexico (the "Borrower/Grantee"), in the Total Amount of $5,500,000, Including a Loan in the Amount of $2,200,000; Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Repairs to the Nichols Dam Outlet Conduit, Including Sealing of Conduit Joints, Conduit Lining, Installation of Filter Diaphragm Around Outlet Conduit, Including Related Work and Revisions, and Solely in the Manner Described in the Loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely from the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together with Other Funds Available to the Borrower/Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Loan/Grant Agreement; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Ordinance; and Authorizing the Taking of other Action in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator Assistant; aghook@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 05/14/2025
    Governing Body (Public Comment): 05/28/2025
    Public Works and Utilities Committee: 06/02/2025
    Finance Committee: 06/09/2025
    Governing Body (Public Hearing): 06/25/2025

19. Final Action on Legislation (Public Hearing)

    a. CONSIDERATION OF RESOLUTION NO. 2025-___. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Amanda Chavez)
    A Resolution Making a Finding of Necessity and Designating an Area Comprised of a Majority of the Midtown Local Innovation Corridor Overlay District as a Metropolitan Redevelopment Area. (Daniel Hernandez, Director of Metropolitan Development Agency; dahernandez@santafenm.gov and Carly Vendetti, Asset Development Manager, Metropolitan Development Agency; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/26/2025
Economic Development Advisory Committee: 04/02/2025
Quality of Life Committee: 04/02/2025
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025 POSTPONED TO MAY 28, 2025, REGULAR GOVERNING BODY MEETING
Governing Body (Public Hearing): 05/28/2025

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

21. Appointments

    a. Santa Fe Civic Housing Authority

    - Chris Graeser - Appointment - Term Ending 03/2030
    - Lynne Canning - Reappointment - Term Ending 03/2030
    - John Wheeler - Reappointment - Term Ending 03/2030

22. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, MAY 28, 2025, 5:09 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:09 pm**	**3**
2.	**Pledge of Allegiance**	**Councilor Chavez**	**3**
3.	**Salute to the NM Flag**	**Councilor Castro**	**3**
4.	**Invocation and Remembrances**	**Councilor Michael Garcia**	**3**
5.	**Roll Call**	**Quorum**	**3-4**
6.	**Approval of Agenda**	**Approved**	**4**
7.	**Approval of Consent Agenda**	**Approved**	**4**
8.	**Presentation**	**None**	**4**
9.	**Action Items: Consent Agenda**	**Approved**	**4-6**
10.	**Action Items: Discussion Items**		
	a. MOU	**Approved**	**6**
	b. Amendment	**Approved**	**6-7**
	c. Amendment	**Approved**	**7**
	d. Amendment	**Approved**	**7-8**
16.	**Introduction of Legislation**		
	a. Resolution # 2025-_____	**Introduced**	**8**
	b. Resolution # 2025-_____	**Introduced**	**8**
	c. Bill # 2025-14	**Introduced**	**8-9**
	d. Resolution # 2025-_____	**Introduced**	**9**
21.	**Appointments**		
	a. Santa Fe Civic Housing Auth.	**Approved**	**9-10**
11.	**Matters from the City Manager**	**Heard**	**10**
14.	**Matters from the City Clerk**	**Heard**	**10**
15.	**Comm. from the Governing Body**	**Heard**	**10**

17.	**Petitions From the Floor**	**Heard**	**10-12**
12.	**Matters from the City Attorney**	**Heard**	**12**
	a. Executive Session	**Held**	**13**
13.	**Executive Session Action Items**	**None**	**14**
18.	**Public Comment on Bills**		
	a. Bill No. 2025-12	**None**	**14**
19.	**Final Action on Legislation**		
	a. Resolution # 2025-_____	**Postponed**	**14-15**
20.	**Public Hearings**	**None**	**15**
23.	**Adjourn**	**Adjourned at 10:40 pm**	**15-16**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, MAY 28, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

A meeting of the Governing Body was called to order at 5:09 pm, by Mayor Pro Tem Lindell, on Wednesday, May 28, 2025, in the City Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Chavez.

3. SALUTE TO THE NEW MEXICO FLAG

The Pledge of Allegiance was led by Councilor Castro.

4. INVOCATION AND REMEMBRANCES

The Invocation was given by Councilor Michael Garcia.

5. ROLL CALL

MEMBERS PRESENT
Mayor Pro Tem Signe Lindell
Councilor Amanda Chavez
Councilor Alma Castro
Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Michael Garcia
Councilor Romero-Wirth

MEMBERS ABSENT
Mayor Alan Webber, Excused
Councilor Jamie Cassutt, Excused

OTHERS PARTICIPANTS ATTENDING
Mark Scott, City Manager
Erin McSherry, City Attorney

Andrea Salazar, City Clerk
Elizabeth Martin, Stenographer, virtually

6. APPROVAL OF AGENDA

Ms. Salazar stated that item 9 I has been moved to discussion.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

7. APPROVAL OF CONSENT AGENDA

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the consent agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

8. PRESENTATIONS

None.

9. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE APRIL 30, 2025, GOVERNING BODY MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF THE MAY 14, 2025 REGULAR GOVERNING BODY MEETING MINUTES.

Approved on consent.

C. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH GREAT WESTERN ELECTRICAL, INC. IN THE TOTAL AMOUNT OF $5,409,375 INCLUDING NMGRT FOR ON-CALL ELECTRICAL SERVICES THROUGH JUNE 30, 2029.

Approved on consent.

D. REQUEST FOR APPROVAL OF THE AMENDMENT NO. 2 TO ITEM #23-0157WITH THATCHER COMPANY OF ARIZONA, INC. TO INCREASE THE COMPENSATION BY $62,890.08 FOR A NEW TOTAL CONTRACT AMOUNT OF $4,641,890.08 TO PROVIDE CHEMICALS FOR THE TREATMENT OF DRINKING WATER AT THE CANYON ROAD WATER TREATMENT PLANT.

Approved on consent.

E. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO CONSTRUCTION CONTRACT ITEM #23-0224 WITH GME GENERAL BUILDING LLC TO EXTEND THE TERM THROUGH MAY 30, 2026, UPDATE THE PRICE LIST AND ALLOW CONTRACT EXTENSIONS FOR UP TO TEN YEARS.

Approved on consent.

F. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO CONSTRUCTION CONTRACT ITEM #23-0565 WITH CF PADILLA TO INCREASE THE COMPENSATION BY $606,315.66 FOR A NEW TOTAL AMOUNT NOT TO EXCEED $19,839,842.92, INCLUDING NMGRT FOR CONSTRUCTION OF THE NICHOLS DAM REHABILATION PROJECT.

Approved on consent.

G. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH GOVERNMENT PORTFOLIO ADVISORS (GPA) FOR INVESTMENT ADVISORY SERVICES IN THE TOTAL AMOUNT OF $389,475 FOR A FOUR-YEAR TERM.

Approved on consent.

H. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING PORTIONS OF THE INTERNATIONAL

FOLK ART MARKET ON JULY 10 AND 12, 2025, PURSUANT TO SUBSECTION 23-6.2 C SFCC 1987.

Approved on consent.

I. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION RESTRICTING THE WEIGHT LIMIT ON THE CERRO GORDO BRIDGE NO. 8838 NOT TO EXCEED A GROSS WEIGHT LIMIT OF FIFTEEN (15) TONS UNTIL REPAIRS ARE MADE; DIRECTING INSTALLATION OF WEIGHT LIMITATION SIGNS IN ADVANCE OF THE BRIDGE AND NOTICE OF THIS RESOLUTION SENT TO THE NEW MEXICO MOTOR TRANSPORTATION DEPARTMENT, AS REQUIRED BY STATE LAW; SPECIFYING THAT VIOLATION OF THE WEIGHT LIMIT IS A MISDEMEANOR, PUNISHABLE BY THE PENALTIES IN NMSA 1978, SECTION 66-8-7; AND DIRECTING NOTICE TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION WHEN REPAIR COMPLETION AND FULL ACCESS TO THE BRIDGE IS RESTORED.

This item was moved to discussion.

10. ACTION ITEMS: DISCUSSION AGENDA

A. REQUEST FOR APPROVAL TO ENTER A MEMORANDUM OF AGREEMENT WITH THE NEW MEXICO HEALTH CARE AUTHORITY (NMHCA) FOR THE PURPOSE OF PARTICIPATION IN THE NEW MEXICO AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM TO FACILITATE AN INTER-GOVERNMENTAL TRANSFER OF FUNDS PAID BY THE CITY TO NMHCA IN THE AMOUNT OF $871,970.20 WITH A RETURN REVENUE OF $3,181,211.95 TO THE CITY FROM THE FEDERAL MEDICAID PROGRAM.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to approve the MOU.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

B. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO SOLUTIONS AGREEMENT ITEM #22-0176 WITH MAINLINE INFORMATION

SYSTEMS TO INCREASE THE COMPENSATION BY $323,605 FOR A NEW TOTAL AMOUNT OF $1,038,873.48, EXTEND THE TERM TO MAY 31ST, 2026 AND ADD ADDITIONAL PRODUCTS.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to approve the request.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

C. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO ITEM #25-0012 CONSTRUCTION CONTRACT WITH VITAL CONSULTING GROUP, LLC, TO INCREASE COMPENSATION BY $322,018.62, FOR A NEW TOTAL AMOUNT OF $7,504,116.67 INCLUDING NMGRT, TO CHANGE THE SCOPE OF WORK AND TO COMPLETE DEMOLITION AND RECONSTRUCTION OF THE TERMINAL RAMP AT THE SANTA FE REGIONAL AIRPORT.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve the request.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

D. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO LEGAL SERVICES AGREEMENT ITEM #23-0635 WITH BROWNSTEIN HYATT FARBER SCHRECK, LLP TO INCREASE THE NOT-TO-EXCEED AMOUNT BY $120,000 FOR A NEW TOTAL AMOUNT OF $412,160.25 INCLUDING NMGRT FOR LEGAL SERVICES RELATED TO THE DEVELOPMENT OF THE MIDTOWN PROPERTY.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Chavez, to approve the request.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes;

Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to move to Introduction of Legislation and Appointments as the next order of business.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

16. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE RAILYARD PLAZA SUMMER SCENE CONCERT SPONSORED BY INDIGENOUSWAYS ON AUGUST 15, 2025, PURSUANT TO SUBSECTION 23-6.2C SFCC 1987.

Introduced.

B. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION NOTIFYING THE COUNTY CLERK OF THE COUNTY OF SANTA FE THAT THE REGULAR LOCAL ELECTION ON NOVEMBER 4, 2025, INCLUDES ELECTIONS FOR ONE CITY COUNCILOR FROM EACH COUNCILOR DISTRICT AND THE MAYOR OF THE CITY OF SANTA FE.

Introduced.

C. CONSIDERATION OF BILL NO. 2025-14. ADOPTION OF ORDINANCE NO. 2025-_____. AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SANTA FE, NEW MEXICO, TAX-EXEMPT GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF $25,000,000, PAYABLE FROM AS VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; DELEGATING AUTHORITY TO EACH OF THE MAYOR, CITY MANAGER AND CITY FINANCE DIRECTOR TO APPROVE A FORM A

NOTICE OF COMPETITIVE SALE OF THE BONDS OR, IF DEEMED ADVISABLE, THE SELECTION OF UNDERWRITERS TO SELL THE BONDS IN A NEGOTIATED SALE, AND TO DETERMINE THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS IN AN AWARD CERTIFICATE; APPROVING THE FORM OF AN AGREEMENT FOR REGISTRAR AND PAYING AGENT SERVICES TO BE PROVIDED BY BOKF, NA AND AUTHORIZING IS EXECUTION AND DELIVERY; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

Introduced.

D. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION IDENTIFYING CITY PROPERTY AT 2395 RICHARDS AVENUE AS A LOCATION FOR A MICRO COMMUNITY TO PROVIDE SHELTER AND SUPPORTIVE SERVICES FOR INDIVIDUALS EXPERIENCING HOMELESSNESS IN SANTA FE.

Introduced.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Chavez, to add the Quality of Life Committee to the committee assignments for the Resolution and to schedule the hearing for the Quality of Life Committee meeting on June 4, 2025.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

21. APPOINTMENTS

A. SANTA FE CIVIC HOUSING AUTHORITY

- **CHRIS CRAESER - APPOINTMENT - TERM ENDING 03/2030**
- **LYNNE CANNING - REAPPOINTMENT - TERM ENDING 03/2030**
- **JOHN WHEELER - REAPPOINTMENT - TERM ENDING 03/2030**

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the appointments for the Santa Fe Civic Housing Authority.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to move to Matters from the City Manager, City Clerk and Governing Body as the next order of business and then to Petitions From the Floor.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

11. MATTERS FROM THE CITY MANAGER

None.

14. MATTERS FROM THE CITY CLERK

Heard.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

MOTION A motion was made by Councilor Castro, seconded by Councilor Chavez, to take a twenty minute recess then to go to Petitions From the Floor.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

The Governing Body recessed at 6:02 pm.

The Governing Body reconvened at 6:27 pm.

17. PETITIONS FROM THE FLOOR

Floyd Cable Mr. Cable spoke about making sure micro communities have what they need to be successful.

Joyce Benavidez Ms. Benavidez spoke in support of Pete's Place.

Lillia Rascone Ms. Rascone spoke in support of Pete's Place.

Lynn Rand Ms. Rand spoke in support of Pete's Place.

Matt Johns Mr. Johns spoke in opposition to the silence and seclusion of the micro community discussions.

Deborah DeMac Comments were inaudible.

Sue Kingston Ms. Kingston spoke in support of the Council opening up the conversation to the community on homelessness.

Adam John Griego Mr. Griego spoke about lack of transparency in the homelessness conversation.

Kat Kincaid Ms. Kincaid spoke in opposition to the location for the micro community without community involvement.

Angie Estrellas Ms. Esstrellas spoke in support of Pete's Place and in opposition to bringing an outside company in.

Kathy Rivera Ms. Rivera spoke regarding the engagement of an outreach company and a practile plan.

Orlando Martinez Mr. Martinez spoke in support of Pete's Place.

Korina Lopez Ms. Lopez is the Executive Director of Pete's Place. She spoke in support of Pete's Place and asked for transparency and inclusion.

Wendy Ravner Ms. Ravner spoke in support of Pete's Place.

Karen Kane Ms. Kane spoke in support of Pete's Place.

Chaplain Joe Chaplain Joe spoke in support of Pete's Place.

Meredith Tilt Ms. Tilt spoke in support of Pete's Place.

Sue Carr Ms. Carr spoke in support of Pete's Place.

Daisy Blue Russsell Ms. Russell spoke in support of Pete's Place and in opposition to bringing an outside company in.

Jean Palmer Ms. Palmer spoke in support of Pete's Place.

Angie Angie spoke about concern around the lack of transparency around plans for the homeless and in support of Pete's Place.

Amanda Collyard Ms. Collyard is a resident of Pete's Place and read a poem she wrote.

Luella Luella spoke in support of Pete's Place.

Joe Brady Mr. Brady spoke in support of Pete's Place.

Deborah Deborah spoke in support of Pete's Place.

Pelican Lee Ms. Lee spoke about not enough affordable rentals and transparency and community involvement on Pete's Place.

Gabe Montoya Mr. Montoya spoke about the need for transparency, expertise, resources and grass roots support for homelessness.

Elizabeth Grover Ms. Grover said she has a building that she rents out behind Pete's Place. She cannot live or work there anymore without fear. Changes have to happen.

Lucille Gonzalez Ms. Gonzalez spoke in support of Pete's Place.

Lilia Casey Ms. Casey spoke in support of Pete's Place.

Cora Cora is a resident of Pete's Place and spoke in support of Pete's Place.

Stephanie Beninato Ms. Beninato spoke about the contract for financial auditing services, pallet homes on Richards and the lack of transparency on Pete's Place.

Ginger Robertson Ms. Robertson spoke in support of Pete's Place.

Rachel Thompson Ms. Thompson spoke in opposition to bringing an outside company in.

Elizabeth West Ms. West spoke about transparency and being able to forgive ourselves.

12. MATTERS FROM THE CITY ATTORNEY

The City Attorney recommended that the Governing Body go into Executive Session.

A. EXECUTIVE SESSION

IN ACCORDANCE WITH THE NEW MEXICO OPEN MEETINGS ACT, NMSA 1978, SECTION 10-15-1, SUBPART (H)(8) (DISCUSSION OF THE DISPOSITION OF REAL PROPERTY). DISCUSSION OF THE PREMISES LOCATED AT 2801 CERRILLOS ROAD, CURRENTLY LEASED TO INTERFAITH COMMUNITY SHELTER GROUP.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to in accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8) enter into Executive Session.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

The Governing Body entered into Executive Session at 8:35 pm.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Chavez, to reconvene in open session and that the only items discussed in Executive Session were those noticed.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

The Governing Body reconvened in open session at 10:15 pm.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor

Castro, that the contents of the Executive Session be disclosed.

VOTE The motion failed on a roll call vote of 1 abstention, two yes and 4 no as follows:

Councilor Romero-Wirth, no; Councilor Castro, abstained; Councilor Chavez, no; Councilor Faulkner, no; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Mayor Pro Tem Lindell, no.

13. EXECUTIVE SESSION ACTION ITEMS

None.

18. PUBLIC COMMENT ON BILLS

A. CONSIDERATION OF BILL NO. 2025-12. ADOPTION OF ORDINANCE NO. 2025_____. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE: AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $5,500,000, INCLUDING A LOAN IN THE AMOUNT OF $2,200,000; EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF REPAIRS TO THE NICHOLS DAM OUTLET CONDUIT, INCLUDING SEALING OF CONDUIT JOINTS, CONDUIT LINING, INSTALLATION OF FILTER DIAPHRAGM AROUND OUTLET CONDUIT, INCLUDING RELATED WORK AND REVISIONS, AND SOLEY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLEY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT , TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

There were no public comments.

19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

A. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AS A METROPOLITAN REDEVELOPMENT AREA.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the Resolution.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Lee Garcia, to move Amendment 1 to the Resolution.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Chavez, to postpone the Resolution to allow for notice of the area change, until a date certain of June 25th.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Councilor Faulkner, yes; Mayor Pro Tem Lindell, yes.

20. PUBLIC HEARINGS (LAND USE CASES, APPEALS AND OTHER ITEMS REQUIRED TO HAVE A PUBLIC HEARING)

None.

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 10:40 pm.

_____

Mayor Alan Webber

Attested To By:

_____
Andrea Salazar, City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
May 28, 2025

The Governing Body of the City of Santa Fe met in an executive session duly called on May 28, 2025, beginning at 8:00 p.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8) (Discussion of the Disposition of Real Property), Discussion of the Premises Located at 2801 Cerrillos Road, Currently Leased to Interfaith Community Shelter Group. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov)

PRESENT
Mayor Pro Tem Lindell
Councilor Castro (Left at 8:24 p.m. and returned at 8:57 p.m.)
Councilor M. Garcia
Councilor Romero-Wirth
Councilor L. Garcia (Left at 8:53 p.m. and returned at 9:04 p.m.)
Councilor Faulkner
Councilor Chavez

STAFF PRESENT
Mark Scott, City Manager
Erin McSherry, City Attorney
Andréa Salazar, City Clerk/Director of Community Engagement
Henri Hammond Paul, Community Health and Safety Director

There being no further business to discuss, the executive session was adjourned at 9:16 p.m.

_____
Andréa Salazar, City Clerk/Director of Community Engagement

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Lic. No./Appl. No.:
Name of Applicant: El Prado Collective, LLC
Doing Business As: Leo's
Proposed Location: 1200 Hickox Street, Santa Fe, NM 87505

THIS MATTER came before the Liquor License Hearing Officer for public hearing on **June 4, 2025** at 4:00 PM by video hearing, on the application of **El Prado Collective. LLC** (Applicant) for:

1. Consideration of a Waiver of the 300 foot Location Restriction and if the Waiver is granted;
2. Consideration of a Request for a Restaurant B (Beer, Wine, & Spirits) Liquor License with on-premises consumption only and patio service.

The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby proposes that the Governing Body find as follows:

FINDINGS OF FACT

1. Staff submitted a packet containing the following, which was reviewed by the Hearing Officer and relied on in making these findings:

    a. May 28, 2025 memo from Julie Rasmussen, Administrative Assistant, City Clerk's Office
    b. April 24, 2025 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Desirae Griego to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. (NMRLD/AGD) Intake Application and Premises Information
    d. November 20, 2024 zoning verification from Land Use Planner Stephanie Perea, confirming that the property is zoned 14-4.3 (B) C-2 General Commercial District and is not located in any overlay districts.
    e. Premises map

f. February 7, 2025 letter from Southwest Mountain Surveys confirming that the location is within 300 feet of a church.
g. Vicinity Map
h. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
i. Applicant supplemental information.
j. May 15, 2025 letter to St. Anne Parish with notification of the application and hearing.
k. May 27, 2025 memo from Jason Sena, Zoning and Code Enforcement Supervisor determining that there will not be a substantial change in litter and noise.
l. Santa Fe Land Development Code Table of Permitted Uses and zoning district map

2. City Clerk staff member Julie Rasmussen presented the application.
3. Applicant was represented by Marjorie J. Emde.
4. Applicant was offered the opportunity to present testimony or evidence.
5. Lee Caldwell addressed the Hearing Officer with a statement of support for the application.
6. No other members of the public appeared to testify.
7. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the *Santa Fe New Mexican*, which is a newspaper of general circulation within the territorial limits of the governing body, on May 6, 2025 and May 13, 2025 and on the City's website.
8. The Application is for a Consideration of a Waiver of the 300 foot Location Restriction and if the Waiver is granted; Consideration of a Request for a Restaurant B (Beer, Wine, & Spirits) Liquor License with on-premises consumption only and patio service.
9. There is no record of violations.
10. The business is expected to be open 7 days a week from 12:00pm to 11:00pm.
11. The business is expected to serve 60-100 customers due to the sale of alcohol at this location.
12. Traffic is not expected to significantly increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
13. The proposed location is not expected to cause a substantial change in litter or noise.
14. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
15. The applicant is in compliance with all Land Use Codes, and issuance or transfer will not be in violation of a zoning or other ordinance of the governing body, once applicant complies with conditions of approval.
16. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
17. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant is required to comply with all City of Santa Fe ordinances.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be **APPROVED**.

/s/ Renee Barela-Gutierrez Date: 06/04/2025
Renee Barela-Gutierrez

City of Santa Fe, New Mexico

memo

DATE: May 28, 2025

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

VIA: Geralyn F. Cardenas, Interim City Clerk

FROM: Julie Rasmussen, Administrative Assistant, City Clerk's Office

ITEM & ISSUE

Request from El Prado Collective, LLC dba Leo's, for a Waiver of the 300-Foot Location Restriction, and a Request for a Restaurant B (Beer, Wine & Spirits) Liquor License with On-Premises Consumption Only with Patio Service.

BACKGROUND AND SUMMARY

The applicant has requested the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300-foot location restriction to allow the sale of alcohol at Leo's, 1200 Hickox Street, which is within 300 feet of Saint Anne Parish, located at 511 Alicia Street.

b) If the waiver of the 300-foot location restriction is granted, consideration of a request for a Restaurant B (Beer, Wine & Spirits) Liquor License with On-Premises Consumption Only and Patio Service, to be located at Leo's, 1200 Hickox Street.

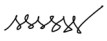
Attached are staff reports regarding litter, noise and traffic. Staff does not anticipate a substantial change in litter and noise, or any unacceptable traffic impacts due to the approval of this request.

Additionally, as a condition of doing business in the city, staff is recommending that it be noted that the applicant is required to comply with all city ordinances.

ACTION REQUESTED

Consideration of the above request

Attachments:
Alcoholic Beverage Control Application
Notice of Public Hearing and Publications
Letter to Applicant
Certified Letter to St. Anne Parish
Staff Reports

Signature: 

Email: gfcardenas@santafenm.gov

April 24, 2025

Certified Mail No.: 7021 2720 0001 2204 7641
Email: asalazar@santafenm.gov

City of Santa Fe
% Andrea Salazar, City Clerk
Community Engagement Division
PO Box 909
Santa Fe, NM 87504-0909

Name of Applicant: El Prado Collective LLC
Doing Business As: Leo's
Proposed Location: 1200 Hickox Street, Santa Fe, NM 87505

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Conditional Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

The Applicant is seeking a Restaurant Liquor License with patio service. APPLICANT IS REQUESTING A WAIVER AS THE PREMISES IS LOCATED WITHIN 300 FT OF THE NEAREST CHURCH OR SCHOOL.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Desirae Griego

Desirae Griego | Staff Manager
Alcoholic Beverage Control Division
2550 Cerrillos Road | Santa Fe, NM 87505
P.O. Box 25101 | Santa Fe, NM 87504
Desirae.Griego@rld.nm.gov | www.rld.nm.gov/abc/
(505)-795-4091

1. Application **(*must be signed and returned w/notices of publication*)**
2. Copy of the Zoning Statement
3. Copy of Proposed Floor Plan
4. Copy of Survey Letter

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000004770

Business Information

Business Information

Business Name: El Prado Collective LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX3736
State Tax ID Number: XX-XXXXX7-00-8
Business Email: leossantafe@gmail.com
Business Phone: 9177708358

Contact Person Information

Contact Person Name: Zakary Pelaccio
Contact Person Phone: 9177708358
Contact Person Email: zpelaccio@hotmail.com

Business Mailing Address

Mailing Street: 1200 Hickox Street
Mailing City: Santa Fe
Mailing State: NM
Mailing Zip Code: 87505
Mailing Country: US

Local Option District Use Only: Local Governing Body of_____ City, County,Village

Public Hearing held on _____20_____ Please check one: ☐Approved ☐Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐Approved ☐Disapproved _____

Signed by Director: _____ Date: _____

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000004770

Premises Information

Premises DBA

Premises Doing Business As (DBA):Leo's

Proposed Premises Physical Address

Physical Street: 1200 Hickox Street

Physical City: Santa Fe

Physical Zip Code: 87505

Physical State: New Mexico

Physical County: Santa Fe

Local Option District: Santa Fe County

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Operated Pursuant to an Operating Agreement

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Specify Owner(s) of the land and building: Jonathan Boyd Katzman

Specify Date and Terms of Lease/Operating Agreement: 11/21/24 Jonathan Katzman owns the building and land. Zakary Pelaccio and Jonathan Katzman are equal owners of the business, El Prado Collective LLC which will operate as a restaurant called Leo's. The business will pay a rent of $4k per month with 15 year option.

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1).: zoned C-2 General Commercial District and is not located in any overlay districts.

Distance from nearest School

Name of School: Fayette Street Academy

School Street: 830 Fayette Street

School City: Santa Fe

School State: New Mexico

School Zip Code: 87505

School Country: United States

School Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: St Anne Perish
Church Street: 511 Alicia Street
Church City: Santa Fe
Church State: New Mexico
Church Zip Code: 87505
Church Country: United States
Church Distance (in feet): More than 300 but less than 400

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.
If a proposed premises is within 400 feet but more than 300 feet of a church or school, the applicant has the option to provide either a certified report by a registered engineer or duly licensed surveyor establishing that the proposed premises is not within 300 feet of the church or school or obtain a waiver from the local option district governing body for the proposed premises location.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

- ☑ A license has never been issued to the location of the proposed premises.
- ☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- ☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
- ☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000004770

Payment

Fee Name	Fee Amount
Application Fee	200.00
Resident Agent Fee	50.00
Total Fee Amount:	**250.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Zakary Cook Pelaccio Date: 01/08/2025

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

November 20, 2024

Jonathan Boyd
Tilda LLC
1200 Hickox Street
Santa Fe, NM 87505

RE: Zoning Verification for 1200 Hickox Street, Santa Fe, NM

Dear Mr. Boyd,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned C-2 General Commercial District and is not located in any overlay districts.

14-4.3 (B) C-2 General Commercial District
The C-2 general commercial district includes areas along streets carrying large volumes of traffic where commercial uses are appropriate. Regulations are designed to guide future additions or changes so as to discourage extension of existing and formation of future strip commercial development, to preserve the carrying capacity of the streets and to provide for off-street parking and loading.

Full-service restaurants which may or may not have patio services, with incidental alcohol service for on-site consumption are permitted uses in the C-2 General Commercial District.

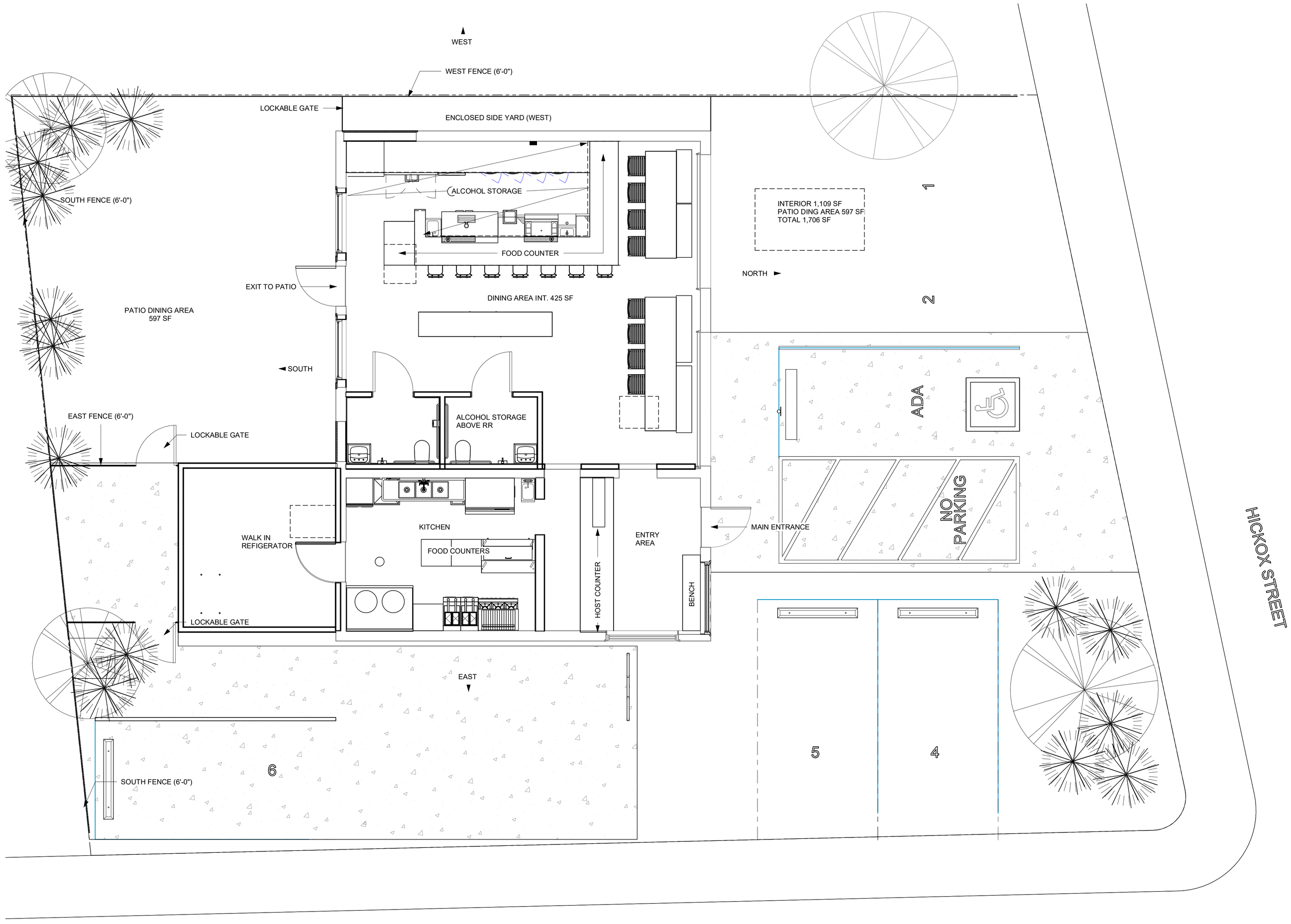
For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe/codes. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc.

Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

If you have any further questions, please contact me at sjperea@santafenm.gov

Stephanie Perea

Stephanie Perea
Land Use Planner
City of Santa Fe, New Mexico



1 DETAILED FLOOR PLAN

Scale 1/4" = 1'-0"

GEISLER PROJECTS

804 CAMINO ACOMA
SANTA FE NM 87505
505 699 5463

REVISIONS

Revision Date	Revision Number	Revision Description
	-	

MECHANICAL PLUMBING ENGINEER
KYLE BEST, PE
MECHANICAL ENGINEER
KB DESIGN
kyle@kbdesign.com
505-480-6092

ELECTRICAL ENGINEER
FRED J. (BUD) TELCK, PE
A.C. ENGINEERING ENTERPRISES, LLC
bud@acengineering-nm.com
505-681-5401

GENERAL CONTRACTOR
RMS CONSTRUCTION INC.
3821 CALLE DEL MONTE NE.
ALBUQUERQUE, NM. 87110
505-550-1550
rosetta.sfnm@gmail.com

LEO'S

**1200 Hickox St,
Santa Fe, NM 87505**

2021-1010

FF AND E PLAN

DATE
11 FEB 25

SCALE
1/4" = 1'-0"

DRAWN BY
Checker

I-1105

Southwest Mountain Surveys

1114 Hickox Street / PO Box 32508
Santa Fe, New Mexico 87505/ Santa Fe, New Mexico 87594
office@swmountainsurveys.com
Fax No. (505) 986-3413 *www.swmountainsurveys.com* *Phone No. (505) 982-9429*

February 7, 2025

To whom it may concern,

I, Ector G. Alvarado, NMPLS No. 8877, am certifying the distance between 1200 Hickox Street and the nearest church is 239.4'; that the distance measured on the ground upon which this certificate is based on was performed by me or under my direct supervision and that it is true and correct to the best of my knowledge and belief.

Sincerely,

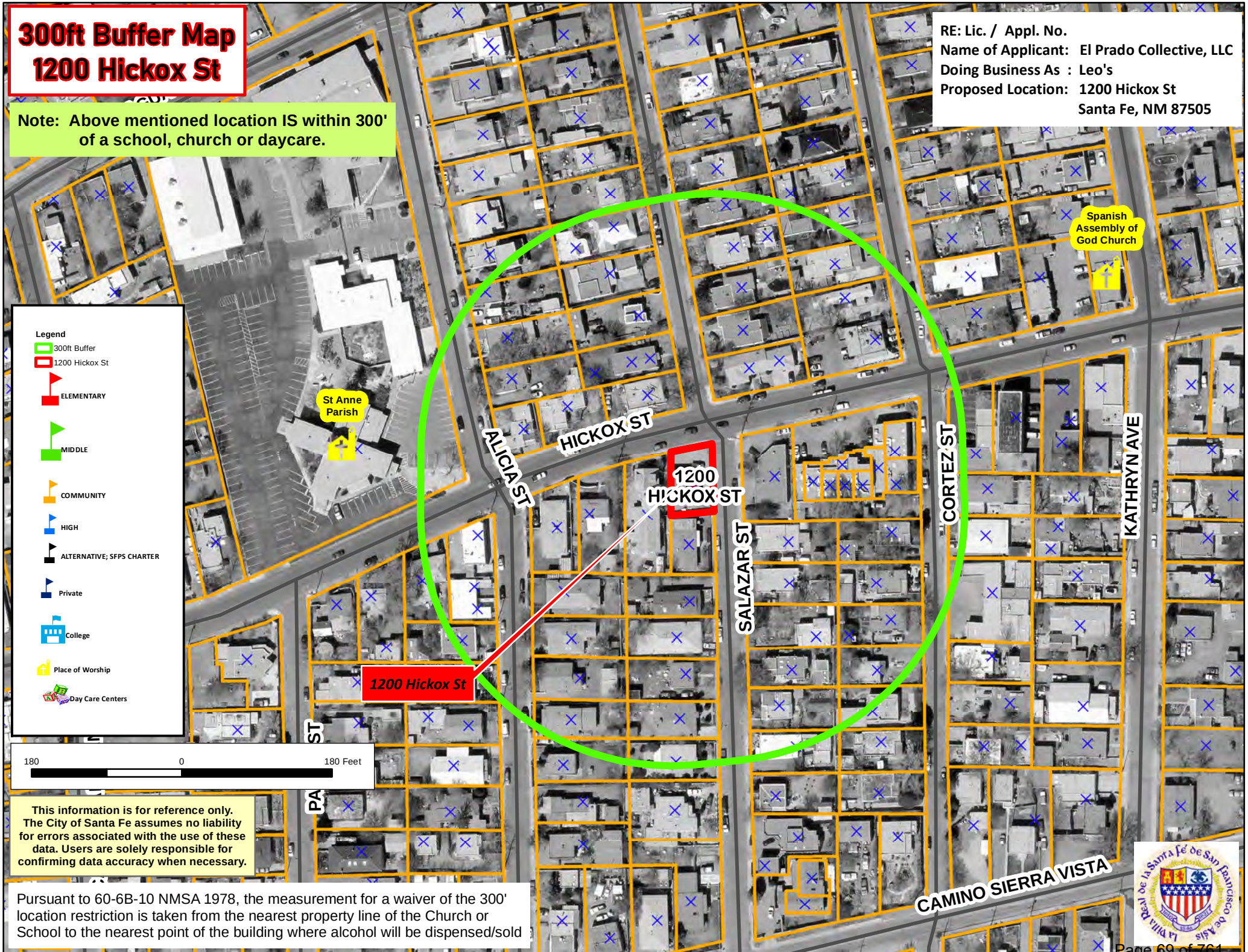
Ector G. Alvarado 2/7/2025.

Ector G. Alvarado, NMPLS No 8877

300ft Buffer Map
1200 Hickox St

Note: Above mentioned location IS within 300' of a school, church or daycare.

RE: Lic. / Appl. No.
Name of Applicant: El Prado Collective, LLC
Doing Business As : Leo's
Proposed Location: 1200 Hickox St
Santa Fe, NM 87505



This information is for reference only. The City of Santa Fe assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary.

Pursuant to 60-6B-10 NMSA 1978, the measurement for a waiver of the 300' location restriction is taken from the nearest property line of the Church or School to the nearest point of the building where alcohol will be dispensed/sold

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CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Wednesday, June 4, 2025.

The purpose of this public hearing is to discuss a request from El Prado Collective, LLC dba Leo's, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300-foot location restriction to allow the sale of alcohol at Leo's, 1200 Hickox Street, which is within 300 feet of St. Anne Catholic Church, located at 505 Alicia St.

b) If the waiver of the 300-foot location restriction is granted, consideration of a request for a Restaurant A (Beer & Wine) Liquor License with On-Premises Consumption Only, to be located at Leo's, 1200 Hickox Street.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at santafe.primegov.com/public/portal.

ANDREA SALAZAR (Apr 30, 2025 16:20 MDT)

Andrèa Salazar
City Clerk and Director of Community Engagement

Received by The Santa Fe New Mexican
Date: _____

To Be Published: **May 6, 2025**
AND
May 13, 2025

By _____
The Santa Fe New Mexican (Signature)

SANTA FE NEW MEXICAN

Founded 1849

LEO'S
1200 Hickox St
Santa Fe, NM 87505-1028

ACCOUNT:	STL3
AD NUMBER:	95904
TAG LINE	LEGAL #93876
P.O.#:	

2 TIME(S)	$117.00
AFFIDAVIT	10.00
TAX	10.40
TOTAL	137.40

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Alejandra Molina, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 93876 a copy of which is hereto attached was published in said newspaper 2 day(s) between 05/06/2025 and 05/13/2025 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 06th day of May, 2025 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 13th day of May, 2025

Notary Susan Larine Cahoon

Commission Expires: 11/5/2028

State of New Mexico
Notary Public
Susan Larine Cahoon
Commission Number 1132046
Expiration Date 11/5/2028

LEGAL #93876

CITY OF SANTA FE
NOTICE OF PUBLIC
HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 PM on Wednesday, June 4, 2025.

The purpose of this public hearing is to discuss a request from El Prado Collective, LLC dba Leo's, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300-foot location restriction to allow the sale of alcohol at Leo's, 1200 Hickox Street, which is within 300 feet of St. Anne Catholic Church, located at 505 Alicia St.

b) If the waiver of the 300-foot location restriction is granted, consideration of a request for a Restaurant A (Beer & Wine) Liquor License with On-Premises Consumption Only, to be located at Leo's, 1200 Hickox Street.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at santafe.primegov.com/public/portal.

/s/ Andrèa Salazar
City Clerk and Director of Community Engagement

PUB: May 06, 13, 2025.

Applicant Supplemental Information Form

1. **Name of Applicant**: El Prado Collective LLC

   D/B/A Name to be used: Leo's

   Proposed License Location: 1200 Hickox Street, Santa Fe, NM, 87505

   Telephone number: 917-770-8358

   Email: zpelaccio@hotmail.com

2. **Type of liquor license request**:

   [X] New License (indicate type: Restaurant Liquor License B)

   [ ] Transfer of location (indicate type: _____)

   [ ] Transfer of ownership (indicate type: _____)

   [ ] Transfer of ownership and location (indicate type: _____)

3. **Are alcoholic beverages currently being dispensed at the proposed location?**

   [ ] Yes (If yes, License # and Type:_____)

   [X] No

4. **Were alcoholic beverages previously dispensed by the requesting business?**

   [ ] Yes (If yes, License # and address where alcohol was being dispensed: _____

   _____)

   [X] No

5. **Does this business have any record of violation?**

   [ ] Yes (If yes, please explain: _____

   _____.)

   [X] No

6. **What are the current/previous and proposed hours of operation of this business?**

   Current/Previous Hours of Operation: _____

   Proposed Hours of Operation: 7 days a week from 12pm - 11pm

7. **Is an outdoor seating/patio area included in the licenses premise?**

   [X] Yes (If yes, is the area fully enclosed? [X] Yes [ ] No)

   [ ] No

8. **What, if any, are the anticipated peak days and times at the proposed business location?**

What days? Thursday - Saturday.

What times? 6pm - 8pm.

9. **Do you have a business license with the City of Santa Fe?**

[X] Yes (If yes, what is your License #? 1006343)

[ ] No (*Please contact the Business Licensing Department at 505-955-6551 to obtain a business license.*)

10. **Do you have a posted occupant load issued by the City of Santa Fe Fire Department?**

[X] Yes (If yes, what is your occupant load issued for your business? 45)

[ ] No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)

11. **Have you been issued a Certificate of Compliance from the City of Santa Fe Fire Department?**

[x] Yes (If yes, what is the date the Certificate was issued? April 4, 2025)

[ ] No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)

12. **Please indicate the anticipated daily occupant load due to the sale of alcohol at this location:**

Throughout the entire hours of operation, not all at once, anywhere between 60 - 100.

13. **Please indicate the anticipated change in business volume due to the sale of alcohol and explain**:

[X] Business is expected to increase (additional number of customers per day: _____).

[ ] Business is expected to decrease (loss of customers per day: _____).

[ ] Business is expected to remain the same.

* Please explain your answer: I have 30 years of restaurant owning and operating experience and having a cockail program to compliment the food and atmosphere is always added revenue and value for the business. Leo's is small and intimate, so having providing the customer with quality service in a quite and mature space is also beneficial to the neighbnorhood.

14. **Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved and explain:**

[ ] Traffic can be expected to increase on adjacent streets.

[x] Traffic will not increase on adjacent streets.

* Please explain your answer: The location is directly off Hickox allowing for easy access from the already busy road. The adjacent streets aren't direct pass throughs so I don't see traffic increasing there.

Name of person completing this form: Zakary C Pelaccio

Telephone number: 917-770-8358

Date: April 30, 2025

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

May 15, 2025
St. Anne Parish
511 Alicia Street
Santa Fe, NM 87505

Certified Mail: 70130600000059341212

To Whom It May Concern,

The City Clerk's Office provides notification as a courtesy to schools and places of worship when a Liquor License request is received that is located within 300 feet of one of these entities. This letter is to notify St. Anne Parish that there is a Restaurant Liquor License being requested by El Prado Collective, LLC dba Leo's, located at 1200 Hickox Street, Santa Fe, NM 87505. The proposed liquor license location, that will serve and sell alcohol pending Governing Body approval, is located within 300 feet of your building, therefore, the applicant is also requesting a waiver of the 300-foot location restriction, as an additional condition of the application.

If you have any questions or concerns regarding this application, you may attend the applicant's virtual formal Liquor Hearing and express your concerns to the Liquor Hearing Officer at that time. That hearing will take place on **Wednesday, June 4, 2025, at 4:00 p.m. via Zoom**. You may contact the City Clerk's Office at 505-955-6521 for further instructions on how to attend the meeting and/or if you have *any* other questions or concerns.

Thank you,

Geralyn F. Cardenas
Deputy City Clerk

City of Santa Fe, New Mexico

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Jamie Cassutt, District 4
Amanda Chavez, District 4

05/23/2025

VIA EMAIL: zpelaccio@hotmail.com
Leossantafe@gmail.com

El Prado Collective dba Leo's

1200 Hickox Street

Santa Fe, New Mexico 87505

RE: Request from El Prado Collective, LLC dba Leo's, for a Waiver of the 300-foot location restriction to allow the sale of alcohol at Leo's, 1200 Hickox Street, which is within 300 feet of Saint Anne Parish, located at 511 Alicia Street, and consideration of a request for a Type B Liquor License with On-Premises Consumption and Patio Service to be Located at 1200 Hickox Street, Santa Fe, NM 87505.

Good Day,

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Wednesday, June 4, 2025, at 4:00 pm. This will be a virtual hearing via Zoom. We will email you the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their June 11, 2025, meeting.

Attached is a copy of the Notice of Public Hearing.

Should you have *any* questions, or require anything further from our office, please do not hesitate to call me at 505-955-6520.

Sincerely,

Julie Rasmussen
City Clerk's Office

Applicant: El Prado Collective, LLC dba Leo's **Proposed Location:** 1200 Hickox Street

(FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following in accordance with Ordinance (4-4.3):

Geographic Information System Mapping (GIS) Department

☑ Yes, this business is located within three hundred (300) feet of a church and/or school. *A waiver of the 300 foot location restriction will be requested.*

☐ No, this business is not located within three hundred (300) feet of a church and/or school.

(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

Business Licensing Department

☑ Yes, the requesting business has a business license issued by the City of Santa Fe. License #1006343

☐ No, the requesting business does not have a business license issued by the City of Santa Fe.

Code Enforcement Department

☑ Yes, the applicant is in compliance with all Land Use Codes.

☐ No, the applicant is not in compliance with Land Use Code(s).

*Note: N/A

*(Please also provide a Code Enforcement Report related to Litter and Noise of the requesting business location.)

Verification Completed By: Jason D. Sena

Title: Zoning Enforcement Manager

Date: 05/16/2025

Traffic Engineering Department

☐ Yes, it appears that the approval of this request will create unacceptable traffic impacts.

☑ *Note:

No, it does not appear that this request will create any unacceptable traffic impacts.

Verification Completed By: Jennifer Morrow (May 16, 2025 08:31 MDT)

Title: Complete Streets Director

Date: 05/16/2025

City of Santa Fe Fire Department

☑ Yes, the applicant is in compliance with all Fire Codes.

☐ No, the applicant is not in compliance with Fire Code(s).

*Note: This inspection was cleared by SFFD FMO Fire Inspector II Andrew George on April 4, 2025 #: 2025-41805-CERT

Verification Completed By: Geronimo Griego (May 10, 2025 06:08 MDT)

Title: Fire Marshal

Date: 05/10/2025

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
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Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: May 27, 2025

TO: Thomas M. Graham, Assistant Planning & Land Use Department Director

VIA: Jason D. Sena

FROM: Jason D. Sena, Enforcement Division Manager

ITEM & ISSUE

Litter and noise impact assessment,due to a request from El Prado Collective, LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300-foot location restriction to allow the sale of alcohol at Leo's, 1200 Hickox Street, which is within 300 feet of St. Anne Catholic Church, located at 505 Alicia St.

b) If the waiver of the 300-foot location restriction is granted, consideration of a request for a Restaurant A (Beer & Wine) Liquor License with On-Premises Consumption Only, to be located at Leo's, 1200 Hickox Street.

BACKGROUND AND SUMMARY

It is not anticipated that there will be a substantial change in litter and noise because of this request.

1200 Hickox St
C2
Sat Jun 1 2024
Imagery © 2025 Nearmap, HERE
10 ft
Nearmap

Abbreviations	Districts Described	District Designations
RAC	14-4.2I	Residential Arts and Crafts
A-C	14-5.4	Arts and Crafts Overlay
C-1	14-4.3A	Office and Related Commercial
C-2	14-4.3B	General Commercial
C-4	14-4.3C	Limited Office and Arts and Crafts
HZ	14-4.3D	Hospital Zone
BCD	14-4.3E	Business-Capitol
I -1	14-4.3F	Light Industrial
I -2	14-4.3G	General Industrial
BIP	14-4.3H	Business and Industrial Park
SC-1, SC-2, SC-3	14-4.3K	Planned Shopping Center (Neighborhood, Community, Regional)
MU	14-4.3L	Mixed Use

Table 14-6.1-1

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
RESIDENTIAL																						
Group Living																						
Continuing care community	S	S	S	S	S	S		S		P	S	P	P	P			S				P	(A)(1)
Group Residential Care Facility	S	S	S	S	S	S		S		P	S	P	P	P			S				P	
Group Residential Care Facility, Limited	P	P	P	P	P	P		P		P	S	P	P	P			S				P	
Group Residential Care Facility, Correctional			S		S	S		S		P*	P*	P*	P*	S			S				S	
Boarding, dormitory, monastery	S	S	S	S	S	P		P		P	S	P	S	P			S				S	
Household Living																						
Dwelling, multiple-family	P[1]	P	P		P	P	P	P		P	P[6]	P	P	P				P[6]	P[6]	P[6]	P	(A)(5), (A)(6)
Dwelling, single-family	P	P	P	P	P	P	P	P		P	P[6]	P	P	P							P	(A)(5)
Manufactured homes	P	P	P	P	P	P	P	P		P	P[6]	P	P	P							P	(A)(4)
Mobile home, permanent installation	S	S	S	S	S	S		S		S		S	S									(A)(2)
Mobile home park							P[9]															(A)(3); See 14-6.4(B)

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Short Term Rental Unit	Prohibited except as set forth in Section 14-6.2(A)(5)(a)									P	P	P	P	P						P	P	(A)(5), (A)(6)
PUBLIC, INSTITUTIONAL AND CIVIC (Ord. No. 2014-31 § 11)																						
Emergency Services																						
Police and fire stations	S	S	S	S	S	S	S	S		P	P	P	P	P	P	P	P	P	P	P	P	
Police substations (6 or fewer staff)	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	
Preschool, Daycare for Infants or Children																						
Small (6 or fewer)	P	P	P	P	P	P	P	P		P	P	P	P	P	P		P	P	P	P	P	
Large (More than 6)	S	S	S	S	S	S	S	S		P	P	P	P	P	S		P	P	P	P	S	
Electrical Facilities (See 14-6.2(F) for Planning Commission Review Requirements)																						
Distribution facilities	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	(F), (G)
Substation	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	(F)
Switching station	P	P								P	P	P		P	P	P	P	P	P	P	P	(F)
Transmission lines	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	(F)
Educational																						
Elementary and secondary schools, public and private	S	S	S		S	S		S		P*	P*	P*	S	P*	S		P*	S	S	S	P*	
Colleges and universities, residential	S	S	S		S	S		S		S	S	S	S	P			S				S	(B)(2)
Colleges and universities, nonresidential										P	P	P	P	P	P		P	P	P	P	P	
Museums		S	S		S	S		P[10]		P	P	P		P	P		P	P	P	P	P	
Vocational or trade schools, nonindustrial								P[10]		P	P	P		P	P		P	P	P	P	P	
Vocational or trade schools, light industrial														P*	P	P	P*					

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Community Centers and Institutions																						
Neighborhood and community centers, including youth and senior centers	S	S	S		S	S		S		P	P	P	P	P			P	P	P	P	P	
Religious, educational and charitable institutions (does not include schools or assembly uses)						S		S	S	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*	
Hospitals and Extended Care Facilities																						
Extended care, convalescent, nursing, recovery care facilities	S	S	S	S	S	S		S		P	P	P	P	P			P				P	
Hospitals										S	S		P/S[6]	P			P					(B)(3)
Hospital heliport													P									(B)(3)(b)
Human Services																						
Adult day care	S	S	S	S	S	S		S		P	P	P	P	P			P	P	P	P	P	
Foster homes licensed by the appropriate state agencies	P	P	P			P		P		P		P	P	P							P	
Human service establishments											P*			P*	P*			P*	P*	P*	P*	(B)(4)
Sheltered care facilities																						

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Parks and Open Space																						
Cemeteries, mausoleums and columbariums	S	S	S							S	S		S	P								(B)(1)
Public parks, playgrounds, playfields	P	P	P		P	P		P		P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly																						
All	S	S	S		S	S		S		P	P	P	P	P	P		P	P	P	P	P	
Utilities																						
All (includes natural gas regulator station, telephone exchange, water or sewage pumping station or water storage facility)	S	S	S		S	S		S		S	P	S	S	P	P	P					S	(B)(6)
COMMERCIAL (Ord. No. 2014-31 § 11)																						
Animal Sales and Service																						
Veterinary establishments, pet grooming	S									P*	P*	P*		P	P	P	P*		P*	P*	P*[2]	
Kennel	S									P*	P*	P*		P	P	P	P*					
Arts Activities																						
Arts and crafts studios, galleries and shops; gift shops for the sale of arts and crafts								P[10]	P	P	P	P		P	P			P	P	P	P[2]	

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Arts and crafts schools								P[10]	P	P	P	P		P	P		P	P	P	P	P[2]	
Dance studios								P[10]	P	P	P			P	P		P	P	P	P	P[2]	
Photographers' studios								P[10]	P	P	P			P	P		P	P	P	P	P[2]	
Assembly																						
Private clubs and lodges	S	S	S		S	S		S	S	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*[2]	
Financial Services																						
Banks, credit unions (without drive-through)										P	P			P	P		P	P	P	P	P[2]	
Banks, credit unions (with drive-through)										P*	P*			P	P*		P*	P*	P*	P*	P[2]	
Food and Beverages																						
Bar, cocktail lounge, nightclub, no outdoor entertainment								S[3,10]	S[3]		P*			P	P	P		P*	P*	P*	P[2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S[3,10]	S[3]		P*			P*	P*	P*		P*	P*	P*	P*[2]	
Restaurant - full service, with or without incidental alcohol service								S[3,10]	S[3]		P			P	P	P	S	P	P	P	P	

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								$S^{3,10}$	S^{*3}		P*			P*	P	P		P*	P*	P*	P*[2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								$S^{3,10}$		P^4	P	P^4		P	P	P	S	P	P	P	P	
Restaurant - with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P*[2]	
Medical																						
Apothecary shops or pharmacies										P	P		P	P	P			P	P	P	P[2]	
Medical and dental offices or clinics								S^{10}	S	P	P	P	P	P	P		P	P	P	P	P[2]	
Offices, Business and Professional																						
Business and professional offices excluding medical and dental and financial services								S^{10}	S	P	P	P	P	P	P	P	P	P	P	P	P[2]	
Public Accommodation																						
Bed and breakfast houses and inns											P			P	P		P			P		
Conference and extended stay lodging facilities											P			P	P		P					

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Hotels, motels, residential suite hotels											P			P	P					P		
Vacation time share projects											P			P	P							(C)(7)
Public Transportation																						
Transit transfer facilities											S		S	P	P	P	S	S	P	P	S	
Recreation and Entertainment																						
Commercial recreational uses and structures; theaters, bowling alleys, pool-rooms, driving ranges, etc.											P			P	P	P		P	P	P	S^2	
Exercise, spas or gym facilities											P			P	P	P		P	P	P	P^2	
Nonprofit theaters for production of live shows								P^{*10}	S		P			P	P	P	P	P	P	P	P^2	
Retail Sales and Services																						
Antique stores								P^{10}	P		P			P	P			P	P	P	P^2	
Art supply stores								P^{10}	P		P			P	P			P	P	P	P^2	
Bookshops								P^{10}	P		P			P	P			P	P	P	P^2	
Cabinet shops, custom								P^{10}	P		P	P		P	P		P	P	P			
Department and discount stores											P			P	P				P	P	P^2	
Flea markets											P			P	P							(C)(3)

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -1	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Florist shops								P[10]	P		P		P	P	P			P	P	P	P[2]	
Funeral homes or mortuaries										P	P			P	P							
Furniture stores											P			P	P	P			P	P	P[2]	
Neighborhood grocery stores and laundromats	S	S	S		S	S		S		S	P	S	S								P[2]	(C)(4)
Office equipment sales and service; retail sale of office supplies											P			P	P	P			P	P	P[2]	
Retail establishments not listed elsewhere											P			P	P	P		P	P	P	P[2]	
Retail and service uses that are intended to serve the primary uses and that do not exceed 5,000 square feet														P	P	P	P				P[2]	

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Retail sales accessory to any permitted use, provided that such commercial uses shall not occupy more than ten percent of the total floor area of all buildings occupied by the principal use																	A				S^2	
Sign shops											P	P		P	P	P					P^2	
Service Establishments																						
Barber shops and beauty salons										P	P	P		P	P			P	P	P	P^2	
Personal care facilities for the elderly						S		S		P	P	P	P	P	P		P	P	P	P	P^2	(C)(7)
Personal service establishments including cleaning and laundry, appliance repair and similar services											P			P	P			P	P		P^2	
Tailoring and dressmaking shops								P	P	P	P	P		P	P		P	P	P	P	P^2	
Sexually Oriented Businesses																						
All															P	P						(C)(1)

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Storage																						
Individual storage areas within a completely enclosed building											S			P	P	P	P	P	P	P		(D)(2)
Mini-storage units											S			P	P	P		P	P	P		(D)(3)
Telecommunication																						
Telecommunications Facilities	Permitted as set forth in Section 14-6.2(E) (for facilities in public rights of way see Article 27-2 SFCC 1987)																					
Vehicles and equipment																						
Commercial parking lots and garages											P		P	P	P	P	A	P	P	P		See 14-8.6(B)(6)
Service and repair establishments including filling stations and repair garages											P			P	P	P			S	S		
Tire recapping and retreading											P			P	P	P						

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Industrial																						
Automobile salvage and wrecking yards, junkyards or yards used in whole or in part for scrap or salvage operations or for processing, storage, display or sales of any scrap, salvage or secondhand building materials, junk automobiles or second hand automobile parts																P						
Research, experimental and testing laboratories											P			P	P	P	P					(D)(4)
Manufacturing and Production																						
Light assembly and manufacturing											P			P	P	P	P					

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Outdoor Storage																						
Outdoor storage lots and yards, except wrecking yards, junkyards or yards used in whole or in part for scrap or salvage operations or for processing, storage, display, or sales of any scrap, salvage or second-hand building materials, junk automobiles or second-hand automobile parts															P	P	A					
Warehouse and Freight Movement																						
Wholesaling and distribution operations - 3,000 square feet or less of storage											P			P	P	P						
Wholesaling and distribution operations - over 3,000 square feet of storage															P	P						

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
AGRICULTURAL USES (Ord. No. 2016-41 § 3)																						
Animal production																						(H)
Commercial stable	S																					(H)
Urban Farm Ground Level, less than 10,000 sq ft.	A	A	A	A	A	A				P	P	P			P	P		P	P	P		(I)
Urban Farm Ground Level, 10,000 sq ft. - 1 acre	S	S	S	S	S	S				P	P	P			P	P		P	P	P		(I)
Urban Farm Ground Level, greater than 1 acre	S	S	S	S	S	S				S	S	S			P	P		S	S	S		(I)
Urban Farm Roof Level, Open Air, 1000 sq ft. or less	S	S	S	S	S	S				S	S	S			S	S		S	S	S		(I)
Urban Farm Roof Level, Open Air, greater than 1000 sq ft., less than 5000 sq ft.										S	S	S			S	S		S	S	S		(I)
Aquaculture, less than 750 sq ft.										S	S	S			S	S		S	S	S		(I)
Aquaponics, less than 750 sq ft.										S	S	S			S	S		S	S	S		(I)
Aquaponics, greater than 750 sq. ft										S	S	S			S	S		S	S	S		(I)
Hydroponics, any size										S	S	S			S	S		S	S	S		(I)
Composting															S	S						

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
ACCESSORY USES																						
Accessory structures of a permanent, temporary or portable nature such as coverings not constructed of solid building materials, including inflatable covers over swimming pools and tennis courts and such other accessory structures which exceed 30 inches in height from the average ground elevation.	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Children's play areas and play equipment	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A	A	A	A	A	
Accessory dwelling units	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A				A	14-6.3 (C)(1)
Greenhouses, noncommercial	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A				A	
Home occupations	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	14-6.3 (C)(2)
Hospital heliport													A8									

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Other uses and structures customarily accessory and clearly incidental and subordinate to permitted permissible uses and structures	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A				A	
Private barbecue pits, private swimming pools	A	A	A	A	A	A	A	A		A	A	A	A	A	A		A				A	
Private daycare for infants and children	A	A	A	A	A	A	A	A		A	A	A	A	A	A		A	A	A	A	A	
Private garages	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A	A	A	A	A	
Residential use ancillary to an approved use		A	A	A	A	A	A	A		A	A	A	A	A	A		A	A	A	A	A	14-6.3(B)(5), (B)(6) and (B)(7)
Utility sheds, located within the rear yard only	A	A	A	A	A	A		A		A		A	A								A	

* Special use permit required if located within 200 feet of *residentially-zoned property* unless a *qualifying project* located within the Midtown LINC Overlay District; otherwise permitted. (Ord. No. 2013-16 § 29; Ord. No. 2016-39 § 3)

**Uses listed are in addition to those permitted in the underlying district. No more than 3,000 square feet of *gross floor area* may be devoted to *nonresidential* uses.

***See Section 14-7.3(B)(1) for additional MU district regulations including minimum percentage of residential use. (Ord. No. 2013-16 § 22)

1. In the RR district, multiple-*family* dwellings are limited to four per *lot.*
2. Hours of operation limited to 7 a.m. to 10 p.m.
3. Amplified live entertainment or amplified music for dancing prohibited after 10 p.m.
4. Not to exceed 1,000 square feet *gross floor area*, sales of alcohol prohibited.
5. Hospital is a permitted use in the Las Soleras Hospital District; requires special use *permit* in the Christus St. Vincent Hospital District.
6. See Section 14-6.2(A)(7) for additional regulations for *principal dwelling units* in the C-2, BIP and SC districts.
7. See Section 14-6.3 for additional *accessory* use regulations; see Section 14-6.4 (Temporary Uses or Structures)
8. In the Las Soleras Hospital District a heliport serving a hospital is a permitted use.
9. See Section 14-7.2(I) for standards for pre-existing mobile home parks and Section 14-6.2(A)(3)(a) for prohibition of new mobile home parks in MHP districts.
10. See Section 14-7.2(H) 3,000 square foot limit applies to specified uses in RAC district. (Ord. No. 2014-31 § 11)

CITY OF SANTA FE

Date: May 16, 2025

To: Governing Body

From: Caryn Grosse, Facilities Division Project Manager III

Via: Regina Wheeler, Public Works Department Director
Regina Wheeler (May 16, 2025 12:17 MDT)
Sam Burnett, Facilities Division Director
JOHN BURNETT (May 16, 2025 12:14 MDT)

Subject: Budget Amendment Resolution for City Hall Elevator Project

Vendor Name: TK Elevator Corporation

Vendor Number: 8472

ACTION:
Request for Approval of a Budget Amendment Resolution to Transfer $150,000 From Capital Fund Balance into Facilities Division WIP Construction for Repairs to the City Hall Elevator. (Caryn Grosse, Facilities Division Project Manager III, clgrosse@santafenm.gov).

CONTRACT NUMBER:
The FY25 Munis Contract Number is 3203873.

BACKGROUND AND SUMMARY:
The elevator at City Hall has experienced increasing periods of downtime, driven by both age and consistent heavy use. While the Facilities Management Division (FMD) maintains a Gold-Level Service Agreement with TK Elevator Corporation (TKE), ensuring regular inspection and preventative maintenance, the system's overall reliability continues to decline.

To address this, FMD recommends full elevator modernization. This effort will upgrade core mechanical and control components, resulting in improved reliability, reduced maintenance needs, and greater ease of service over time. Similar modernizations completed at the Main Library and Sandoval Parking Garage within the past two years have yielded excellent performance and operational improvements.

To move this work forward, FMD is requesting approval of a Budget Amendment Request (BAR) to transfer funds from the Capital Fund Balance into the FMD Work-in-Progress (WIP) Construction account. This will allow the project to proceed without delay and ensure continued accessibility and safety for City Hall visitors and staff.

ATTACHMENTS:
Budget Amendment Resolution (BAR)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: Capital Fund Balance / 320
Munis Org Name/Number: Facilities Division / 3209980
Munis Object Name/Number: WIP Construction / 572970
Munis Expenditure Object Name/Number: WIP Construction / 572970

Budget Officer/Designee: Andy Hopkins Date: _____
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method is an existing on-call contract with TKE Item #23-0434 which expires on May 31, 2027.

Chief Procurement Officer (CPO)/Designee: _____ Date: _____
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☒ Yes | ☐ No
Approval: _____ Date: _____
Comment/Exceptions: JOHN BURNETT (May 16, 2025 12:14 MDT)

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number FMD2532009
Approval: _____ Date: _____
Comment/Exceptions: Josie Bolden

Is this a Grant Funded Purchase? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Facilities	5/16/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3209980	572970	FMD2532009	150,000	
1/2% Capital GRT Fund/Capital Transfer to Facilities CIP Fund	3650433	760320		150,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Facilities CIP Fund/Capital Transfer from 1/2% Capital GRT Fund	3209980	660365		(150,000)	
				$ 150,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

FY25 to fund City Hall Elevator renovations

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

De Alva Calabaza 5/16/2025
Prepared By *{print name}* Date

JOHN BURNETT (May 16, 2025 12:19 MDT)
Business Operations Manager Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (May 16, 2025 12:17 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Memo_City Hall Elevator BAR_5 16 25 SBCG ELK RW

Final Audit Report 2025-05-19

Created:	2025-05-16
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA4Pa-2_fa7js0nP7F7qORJkbLmPGV3xLE

"Memo_City Hall Elevator BAR_5 16 25 SBCG ELK RW" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-05-16 - 6:04:33 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2025-05-16 - 6:10:08 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2025-05-16 - 6:10:39 PM GMT- IP address: 104.47.64.254

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2025-05-16 - 6:10:54 PM GMT - Time Source: server- IP address: 63.232.20.2

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Signature Date: 2025-05-16 - 6:14:58 PM GMT - Time Source: server- IP address: 174.240.21.199

Document emailed to rawheeler@santafenm.gov for signature
2025-05-16 - 6:14:59 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-05-16 - 6:15:42 PM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-05-16 - 6:16:59 PM GMT- IP address: 63.232.20.2

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Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2025-05-16 - 6:17:01 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-16 - 6:17:03 PM GMT

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2025-05-19 - 1:32:34 PM GMT- IP address: 63.232.20.2

Document e-signed by Josie Bolden (jxbolden@santafenm.gov)

Signature Date: 2025-05-19 - 1:34:49 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-19 - 5:25:36 PM GMT- IP address: 104.47.65.254

Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Decline reason: The balance is available in fund 365, not fund 210. The transfer to 3209980 should be coming from one of your 365- series org codes. Also, please remove the project code from the transfer in line (under revenues) - the PL code goes only with the expenditure increase, not with the transfer in or out.

2025-05-19 - 5:27:34 PM GMT- IP address: 63.232.20.2

Memo_City Hall Elevator BAR_5 16 25 SBCG ELK RW..

Final Audit Report 2025-05-19

Created:	2025-05-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbvBD4a-bSJnRQGjyurV3bc4cpQGrEL54

"Memo_City Hall Elevator BAR_5 16 25 SBCG ELK RW.." History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-05-19 - 7:40:39 PM GMT- IP address: 63.232.20.2

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2025-05-19 - 7:42:59 PM GMT

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2025-05-19 - 8:20:52 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-19 - 8:21:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-19 - 8:21:17 PM GMT

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City of Santa Fe Memorandum

DATE: May 7, 2025

TO: Governing Body

VIA: Andréa Salazar, City Clerk/Director of Community Engagement AS

FROM: Geralyn F. Cardenas, Deputy City Clerk

RE: Request for Approval of a Budge Adjustment Resolution (BAR) in the Total Amount of $400,000 to Carry Forward for Remodeling & Replacement of Council Chambers

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ITEM & ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $400,000 to Carry Forward the amount left over in the Constituent Services CRM (1002575.510340) to Pay for Council Chambers Upgrade. (Andréa Salazar, City Clerk/Director of Community Engagement; asalazar@santafenm.gov and Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm)

BACKGROUND AND SUMMARY:

The amount of $400,000 was appropriated for a Constituent Services CRM upgrade, which did not occur and was earmarked to pay for Council Chambers to be upgraded, as discussed during FY25 budget hearings. The $400,000 amount will not cover all costs of the upgrade but will start the process to have an architectural firm create the schematic design, design development, construction documents, bidding and permit documentation, and oversee construction administration. This design and development phase would give us clearer insight into how council chambers could be both safer and ADA Compliant, and what the price and process for remodeling will entail.

ACTION REQUESTED:

Consideration of the above request.

Attachments: Budget Amendment Resolution (BAR)

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Engagement/Constituent Services	5/7/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Remodeling & Replacement	1002575	572500		400,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 400,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

FY24 carry forward to FY26 unspent CRM funds that was discussed during the FY25 budget hearings. Funds to be used for Council Chamber Remodel

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(400,000)
TOTAL:	**(400,000)**

Erika Quintana — 5/7/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

ANDREA SALAZAR (May 8, 2025 12:41 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

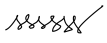
Andy Hopkins
Budget Officer — Date

Emily K. Oster
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Record Number	Org	Object	Project	Description	2024 Available
27	1002575	510300		Professional Contracts	0.00
28	1002575	510310		Service Contracts	26,221.42
29	1002575	510340		Other Consulting	400,000.00
30	1002575	514100		Communications Service	0.00

2024 Encumbrances	0.00
2024 Available	783,715.17
2024 Original Budget	1,984,470.00
2023 Revised Budget	1,730,600.00

Signature: 

Email: gfcardenas@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: May 1, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

Via: Regina Wheeler, Public Works Department Director RW (May 5, 2025 12:49 MDT)

From: Jennifer Morrow, Complete Streets Division Director Jennifer Morrow (May 4, 2025 11:34 MDT)

Subject: Memo of Agreement for Crossing Guard Program with SFPS

Vendor Name: Santa Fe Public Schools

Munis Vendor Number: 1523

ITEM AND ISSUE:

Request for Approval of Memorandum of Agreement with Santa Fe Public Schools Cross Guard Program not to exceed the Total Amount of $900,000 for a Four Year Term. (Jennifer Morrow, Complete Streets Division Director, jlmorrow@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250568.

BACKGROUND AND SUMMARY:

The City of Santa Fe and the Santa Fe Public Schools (SFPS) have jointly administered the School Crossing Guard program for the past 30 years. For the first 25 years, the City of Santa Fe administered the program, receiving reimbursement from SFPS for half of the program costs.

In FY 12/13, SFPS took over administration of the program and the City of Santa Fe agreed to reimburse SFPS for a portion of the program cost not to exceed $175,000.

Costs to operate the program have increased over the years and SFPS requests that the City now contribute $225,000 per year toward this important program. Staff reviewed the cost details provided by SFPS and concur with this level of contribution.

This expense has been included in the Public Works Complete Streets Operating Budget.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund - 100

Munis Org Name/Number: Traffic Engineering - 1000416

Munis Object Name/Number: Service Contracts - 510310

Budget Officer / Designee: Andy Hopkins **Date:** 05/12/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 05/12/2025

CPO Comment/Exceptions: NMSA 1978, Section 13-1-98 (A) Government to Government.

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale 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:
MOA

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE PUBLIC SCHOOLS
AND
THE CITY OF SANTA FE, NEW MEXICO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Public Schools (the "SFPS"). The date of this Agreement shall be the date when it is executed by the City and SFPS, whichever occurs last.

WHEREAS, for the past approximately twenty-five years, the City and SFPS have agreed that it is in the best interests of the City and the SFPS to jointly administer the School Crossing Guard program because both parties have the same goal of ensuring that SFPS elementary school children safely cross the City's streets in order to get to school; and

WHEREAS, in prior years, the City provided administrative support services and hired City employees to staff the School Crossing Guard program; and

WHEREAS, the SFPS has informed the City that it desires to continue the responsibility for administering the School Crossing Guard program entirely; and

WHEREAS, the SFPS is requesting reimbursement from the City for actual costs directly related to crossing guard services

rendered by the contractor selected through an RFP selection process; and

WHEREAS, the City agrees to continue to assign the responsibility for administering the School Crossing Guard Program to the SFPS and to partially reimburse SFPS' actual costs in administering the Program.

THEREFORE, the City and the SFPS agree that in order to administer, operate and establish provisions for the School Crossing Guard Program and to maintain traffic control devices within City right of way, each party shall be bound by the following terms:

1. SCOPE OF SERVICES AND RESPONSIBILITIES

A. The City shall:

(1) Maintain traffic control devices contained within City right of way, including the following:

(a) Signs related to the control of traffic and pedestrians (i.e., School Crossing signs, Stop signs, Do Not Enter signs, etc.).

(b) Pavement markings such as lane lines, stop bars, and arrows.

(c) School flashers.

B. The SFPS shall:

(1) Administer the School Crossing Guard Program, including, without limitation, the following:

(a) Hiring, supervising, disciplining, and terminating employees (the "Personnel").

(b) Training and supervising Personnel.

(c) Providing equipment and supplies (i.e., uniforms, safety equipment, vehicle costs, mileage, etc.).

(d) Compensating Personnel.

(e) Arranging for substitute personnel during absences.

(f) Placing Crossing Guards.

(g) Should SFPS decide to sub-contract to cover any of the above duties, whether in its entirety or partially, through contracts with private entities, SFPS would remain responsible for the administration of the program in its entirety.

(2) Provide the City with school times prior to each school year for the purpose of programming the school flashers. Notify the City within 5 working days prior to any changes to school times.

C. Both the City and SFPS agree:

(1) The SFPS will serve as fiscal agent for the Program. The SFPS shall maintain a separate accounting of all expenditures of the Program, including but not limited to, invoices, contracts, and expenditures to sub-contractors.

2. COMPENSATION

A. SFPS and The City appropriating and/or budgeting sufficient funds within their respective annual operating budgets

to support the anticipated expenditures of the Program. If SFPS does not budget sufficient funds for the Program, the City shall not be obligated to reimburse SFPS for costs pursuant to paragraph B, below.

B. The City shall pay SFPS for its costs incurred in administering the Program in an amount of two hundred and twenty thousand dollars and zero cents ($220,000.00) per fiscal year, for fiscal year 2025/2026, two hundred and twenty-five thousand dollars and zero cents ($225,000.00) per fiscal year, for fiscal years 2026/2027 and 2027/2028, and two hundred and thirty thousand dollars and zero cents ($230,000.00) per fiscal year, for fiscal year 2028/2029, which amount shall be paid out in one lump payment invoiced each fiscal year in April.

3. TERM

This Agreement shall terminate on June 30, 2029, unless terminated sooner pursuant to Article 4 below.

4. TERMINATION

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination.

B. However, this Agreement may not be terminated during any school year, so as not to interrupt the need to provide crossing guards for school-age children during the school year.

C. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. STATUS OF CONTRACTOR

Neither party's agents and employees shall accrue leave, retirement, insurance, bonding, use of the other party's vehicles, or any other benefits afforded to the other party's employees as a result of this Agreement.

6. CONFIDENTIALITY

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

7. CONFLICT OF INTEREST

Both parties warrant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

8. ASSIGNMENT; SUBCONTRACTING

Neither party shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

9. RELEASE

Both parties release each other, their officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The parties agree not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

10. THIRD PARTY BENEFICIARIES

By entering into this Agreement the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the SFPS. No person shall claim any right, title, or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.11. RECORDS AND AUDIT

The SFPS shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City. The City shall have the right to audit the billing both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

12. APPLICABLE LAW; CHOICE OF LAW; VENUE

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

13. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto. The parties expressly agree that the Program is dynamic in nature with regard to the number of crossing guards needed in order to provide for the safety of school-bound children, and agree that the decision to increase or decrease as circumstances warrant upon mutual agreement of the City Manager, on behalf of the City, and the Superintendent, on behalf of SFPS, without requiring formal written amendments to this Agreement and without violating the terms of this Agreement.

14. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in SFPS in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not

waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U. S. Postal Service.

CITY: Mark Scott, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

SFPS: Superintendent
Santa Fe Public Schools
610 Alta Vista Street
Santa Fe, New Mexico 87501

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

SANTA FE PUBLIC SCHOOLS:

Veronica C. Garcia

Veronica C. Garcia, Interim SFPS SUPERINTENDENT

DATE: 3/31/2025

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

DATE:_____

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Kevin L. Nault
Kevin L. Nault (Mar 27, 2025 09:14 MDT)

_____
ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster
_____
DIRECTOR FINANCE DEPARTMENT

GB 600 Santa Fe Public Schools CrossGuard Program MOA

Final Audit Report 2025-05-05

Created:	2025-05-01
By:	Amanda Archuleta (ajarchuleta@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjUz5eQJFBE73gAC7Oi_j0vDWn4yIyYCU

"GB 600 Santa Fe Public Schools CrossGuard Program MOA" History

Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
2025-05-01 - 3:27:37 PM GMT- IP address: 63.232.20.2

Document emailed to Jennifer Morrow (jlmorrow@santafenm.gov) for signature
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Signer rawheeler@santafenm.gov entered name at signing as RW
2025-05-05 - 6:49:01 PM GMT- IP address: 63.232.20.2

Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-05-05 - 6:49:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-05 - 6:49:03 PM GMT

Powered by Adobe Acrobat Sign

May 15, 2025

Chief Brian Moya &
Fire Marshal Geronimo G. Griego
Santa Fe Fire Department

Re: Fireworks Permit application for Santa Fe Kiwanis 4th of July

Dear Chief Moya & Fire Marshal Griego:

We have been contacted by Mr Sandovol of the Santa Fe Kiwanis and he has asked that we conduct the fireworks display for the July 4th celebration in Santa Fe. As per his request for the display, we are enclosing the following information.

1) Certificate of Insurance for Fireworks Displays covering both 7/4/25 & alternate rain date the morning of 7/5/25, noting additional insureds of Santa Fe Kiwanis, City of Santa Fe and its agents and Santa Fe Mall Property Owners
2) Copy of New Mexico State Fire Marshal's Fireworks License for Western Enterprises, Inc.
3) Copy of BATF&E Explosives License for Western Enterprises, Inc.
4) Copy of United States DOT "Hazardous Materials Safety Permit" for Western Enterprises, Inc
5) Approximate Product Listing of fireworks that will be used in the 4th of July fireworks display for Santa Fe Kiwanis. (Please note; the largest size aerial shell is three-inch (3") diameter.
6) Copy of a site map diagram of the launch site of the fireworks display, with notations for secured safety perimeter ("fall-out area" of fireworks display)
7) A list of the pyrotechnic crew (will forward when Nick Flores or Matthew Flores has confirmed)

You will also find attached a "Operations Schedule" for your understanding. This schedule provides you with a "time-table" for the "load-in/firing/load-out" of the fireworks equipment and pyrotechnic products as well.

We hope this provides you with the information you need for the permit application.

If you have any questions or problems please feel free to call us immediately at 580-855-2203.

Respectfully,

Jim Burnett, President
WESTERN ENTERPRISES, INC.

City of Santa Fe Fire Department
P.O. Box 909, 200 Murales Road · Santa Fe, New Mexico 87504
(505) 955-3110 · FAX (505) 955-3115

Fire Prevention Use Only:
Date Request Received: _____ Date of Burn: _____ Permit #: _____

1.3 G Display Fireworks & 1.4G Articles Pyrotechnic, UN0431 (for professional use ONLY)

FIREWORKS PERMIT APPLICATION

APPLICANT NAME: Western Enterprises, Inc / Kiwanis Club of Santa Fe

MAILING ADDRESS: PO Box 60 CITY, ZIP: Carrier, OK 73727

PHONE: (580) 855 -2203 FAX: (____) ____-____

E-MAIL: cheryld@fireworksbywestern.com

FIREWORKS SITE LOCATION: Santa Fe Place Mall

OWNER/BUSINESS NAME (if applicable): _____

PURPOSE OF FIREWORKS: Santa Fe Kiwanis 4th of July

TYPE OF BURN MATERIALS INVOLVED: _____
1.3 G Display Fireworks & 1.4G Articles Pyrotechnic, UN0431 (for professional use ONLY)

PROTECTIVE MEASURES (i.e. fire extinguisher, hose at what distance from burn, etc.):
Security for perimeter as noted on map, fire extinguisher, fire department on site

DATE OF FIREWORKS: July 4, 2025 & July 5, 2025 morning due to weather cancellation on 7/4/25.
START TIME OF DISPLAY: Apprx 9:00pm - 10:30pm END TIME OF DISPLAY: apprx duration 15:26
ADDITIONAL INFORMATION, SECONDARY CONTACT, ETC.: _____
Sarah Pecha 580-855-2203

APPLICANT SIGNATURE: _____ DATE: 5-15-25

☐ Please indicate if you are non-profit by checking this box. Proof must be given of non-profit status.
$10 fee for all burn permits, except non-profits

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2025

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

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

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : AXIS Surplus Insurance Company	26620
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Western Enterprises, Inc.
13513 W. Carrier Road
Carrier OK 73727

COVERAGES **CERTIFICATE NUMBER:** 863801719 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		GCI0010180-251	2/15/2025	2/15/2026	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC							$
B	AUTOMOBILE LIABILITY			GCD0010075-251	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR			P-001-000247418-06	2/15/2025	2/15/2026	EACH OCCURRENCE	$ 4,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Additional Insureds: Kiwanis Club of Santa Fe & its Agents; Kiwanis Club International; City of Santa Fe & Its Agents; SREG Santa Fe LLC; Antiqua Sol LLC.; Property Owner: Santa Fe Mall Spinso Real Estate Group, DLS LLC; Spinso Management Group, LLC; Public Service of New Mexico

Display Date: July 4, 2025
Alternate Date: July 5, 2025

Location: Santa Fe, NM

CERTIFICATE HOLDER

Kiwanis Club of Santa Fe
c/o Ray Sandoval
PO Box 622
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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New Mexico Department of Homeland Security And Emergency Management

STATE FIRE MARSHAL'S OFFICE FIREWORKS LICENSING & SAFETY

In accordance with the Fireworks Licensing & Safety Act 60-2C-1 Through 60-2C-11
Effective February 1990, and subsequent amendment (1997 & 1999)

Western Enterprises, Inc.
13513 W. Carrier Road
Carrier, OK 73727

This license is issued to the person, firm, or corporation selling DISPLAY FIREWORKS.

THIS LICENSE IS NON-TRANSFERABLE AND MUST BE DISPLAYED AT ALL TIMES

NOTICE: This license may be revoked or suspended by the State Fire Marshal, his Deputy, or Designee for violating any of the provisions of Chapter #60 Article #2C NMSA 1978 "FIREWORKS LICENSING & SAFETY ACT"

J. Wilson

ISSUED BY THE STATE FIRE MARSHAL'S DIVISION

DATE OF ISSUE: 02/24/2025

2025
Expires 01/31/2026

CLASS B DISTRIBUTOR LICENSE
#25-4-004

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	5-OK-047-23-7D-00004
Chief, Federal Explosives Licensing Center (FELC)	Maria Howard	Expiration Date	April 1, 2027

Name
WESTERN ENTERPRISES INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
13513 W CARRIER ROAD
CARRIER, OK 73727-

Type of License or Permit
23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature: James V. Burnett
Printed Name: James V. Burnett
Position/Title: Master
Date: 6/3/2024

Mailing Address (Changes? Notify the FELC of any changes.)
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727-

Previous Edition is Obsolete
WESTERN ENTERPRISES INC:13513 W CARRIER ROAD:73727:5-OK-047-23-7D-00004:April 1, 2027:23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: WESTERN ENTERPRISES INC

Business Name:

License/Permit Number: 5-OK-047-23-7D-00004

License/Permit Type: 23-IMPORTER OF EXPLOSIVES

Expiration: April 1, 2027

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

U.S. Department of Transportation
Federal Motor Carrier Safety

1200 New Jersey Ave., S.E.

Administration

Washington, DC 20590

August 1, 2023

In reply refer to:
USDOT Number: 203517

SARAH PECHA
VICE-PRESIDENT
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727

Dear SARAH PECHA:

HAZARDOUS MATERIALS SAFETY PERMIT HM Safety Permit ID: US-203517-OK-HMSP
Effective Date: August 1, 2023

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning August 1, 2023, and remain effective through July 31, 2025, if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document, you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Paul Bomgardner
Chief, Hazardous Material Division

May 15, 2025

Santa Fe Fire Department
Attn: Chief Brian Moya & FM Geronimo G. Griego
Po Box 909
200 Morales Road
Santa Fe, NM 87504

Dear Sirs:
Attached you will find the product list of the fireworks that will be staged for Santa Fe's 4th of July fireworks at Santa Fe Mall.

1.3G Display Fireworks
170 – 2.5" Aerial Shells
800 – 3" Aerial Shells
179 -.50" – 1.25" Aerial effects (Multi-shot cake barrages)

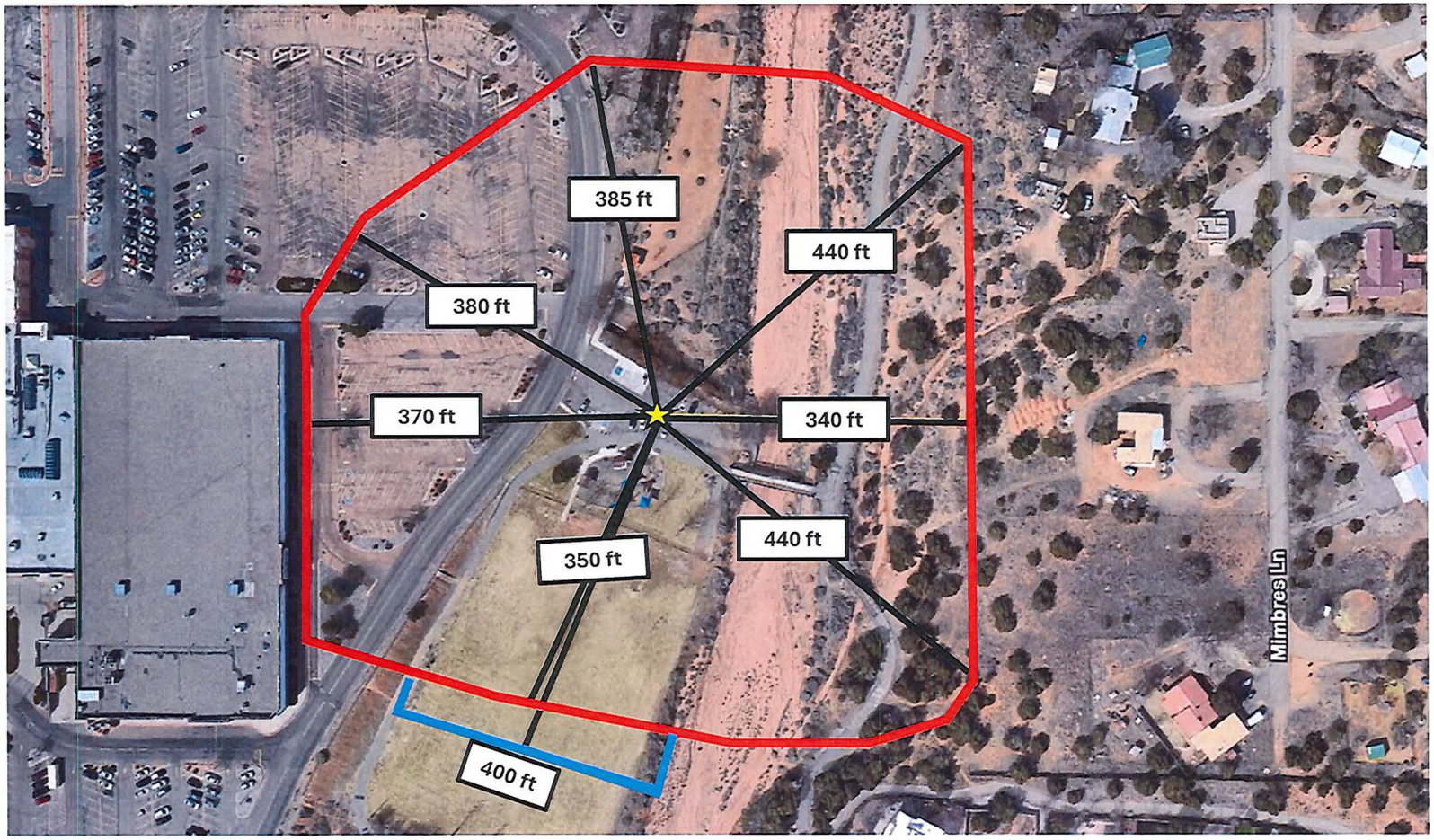
1.4G UN0431 Articles Pyrotechnics (For Professional Use Only)
1023 - .50" – 1.25" Aerial effects (Multi-shot cake barrages)
18 – 2" Aerial effects (Multi-shot cake barrages)

Thank you for your attention. Please do not hesitate to contact us.

Respectfully,

Jim Burnett
WESTERN ENTERPRISES, INC.

Santa Fe Place Mall



- The yellow star indicates the approximate firing location.
- The **black lines** extending from yellow star indicate the distances to the outside safety perimeter.
- **Red outer line** is main security perimeter.
- The **blue line** beneath the **red line** in the park denote the additional 50 – feet discussed during meeting to keep audience farther south.
- However, stairs down into park can be used, with corridor walk lane to access into park below **blue line** perimeter.
- No spectators or automobiles allowed inside security perimeter.

Pyrotechnic Crew for Santa Fe 4th of July fireworks display

Nick Flores– Lead Technician
2255 Camino Iris
Santa Fe, NM 87505
505-699-8727

Matthew Flores – Lead Technician
2255 Camino Iris
Santa Fe, NM 87505
505-670-9530

Assistants:

Will forward when confirmed.

Operations schedule for Santa Fe 4th of July fireworks display

THURSDAY – 7/3/25

7:00 AM – Finish	Crew begins "load-in" of mortars and racks on location. Mortars And racks are covered with plastic and secured for night. Crew Leaves site for night

FRIDAY – 7/4/25

6:00 AM – Finish	**(1)** Crew arrives early, begins "loading of fireworks" into mortars and racks. **(2)** Security of fireworks site is confirmed at all times when product is on site. **(3)** Fireworks are wired into electrical rails, and electrical firing connections are confirmed for continuity. **(4)** Communication is confirmed with all security personnel and also with sound contractor for the event. **(5)** Continuity test check made before show. **(6)** Security of entire display site is confirmed with Police and Fire. **(7)** At designated time the display is fired. **(8)** After fireworks display is over, there will be a "quick-check" of the grounds for any unexploded pyrotechnics, and cool-down of mortars and racks. **(9)** Mortars and racks are checked for any unfired pyrotechnics. **(10)** All fireworks equipment is loaded back into truck. **(11)** Final check of site before leaving.

SATURDAY– 7/5/25

7:00 AM – Finish	Crew members arrive back on site to do "first-light check" of area for any unexploded pyrotechnics.

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2025-4

INTRODUCED BY:

Councilor Signe Lindell

AN ORDINANCE

AMENDING SFCC 1987, SECTION 12-3, PERTAINING TO THE PUBLIC DISPLAY OF FIREWORKS; RECOGNIZING THE FIRE DEPARTMENT WILL APPLY THE INTERNATIONAL FIRE CODE TO THE PUBLIC DISPLAY OF FIREWORKS; MAKING OTHER TERMS CONSISTENT WITH THE INTERNATIONAL FIRE CODE; AND PROVIDING FOR GOVERNING BODY APPROVAL OF PUBLIC FIREWORKS DISPLAY PERMITS WITHOUT LEGISLATION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 12-3.1 through 12-3.2 of SFCC 1987 (being SFCC § 7-4-1) is included for reference without amendments:

12-3 - FIREWORKS.

12-3.1 - Definitions.

A. As used in this section:

Dangerous fireworks means any firecracker, roman candle, skyrocket, torpedo, bomb, blank cartridge, cone-shape fountain, bottle rocket and flyer or any other type or form of explosive; any item that is self-propelling or the effect of which extends above fifteen feet (15') in height from the

ground; or any article which produces a report by combustion, explosion or detonation.

Safe and sane fireworks means all fireworks that have no report, that are not self-propelling and the effect of which does not extend above fifteen feet (15') in height from the ground, including the following:

(1) Snakes, total pyrotechnic composition not to exceed twenty (20) grams each in weight;

(2) Smoke devices and spray balls, total pyrotechnic composition not to exceed twenty-five (25) grams each in weight;

(3) Wheels, total pyrotechnic composition not to exceed sixty (60) grams in weight per driver unit, but any number of drivers may be on any one wheel. The inside bore of driver tubes shall not be over one-half inch (1/2");

(4) Illuminating torches and colored fire in any form, total pyrotechnic composition of illuminating torches not to exceed one hundred (100) grams each in weight;

(5) Sparklers and dipped sticks, total pyrotechnic composition not to exceed one hundred (100) grams in weight. Pyrotechnic composition containing any chlorate or perchlorate shall not exceed five (5) grams;

(6) Cylindrical fountains, total pyrotechnic composition not to exceed seventy-five (75) grams each in weight. The inside tube diameter shall not exceed three-fourths inch (¾");

(7) Railway fuses, fuses, truck flares, hardship distress signals, smoke candles, smoke signals and smoke pots; and

(8) All other fireworks similar to the above, provided they are tested and approved by the chief of the fire department.

B. The terms "safe and sane fireworks" and "dangerous fireworks" do not include auto flares,

toy pistols, toy guns or devices in which paper caps containing twenty-five hundredth (25/100) gains or less of explosive compounds are used, the sale and use of which shall be permitted at all times.

State Law reference— Authorizing city to regulate and prohibit the use of fireworks, § 3-1811 NMSA 1978.

12-3.2 - Manufacture, sale and discharge of fireworks.

Except as hereinafter provided it shall be unlawful to manufacture, sell, offer to sell, own, possess or discharge any fireworks within the city.

Section 2. Section 12-3.3 of SFCC 1987 (being SFCC 1981, § 7-4-3) is amended to read:

12-3.3 - Public display.

A. The fire department shall apply the terms of the most recently adopted version of the IFC, as specified in 12-1.2, and may adopt additional reasonable rules and regulations for the granting of permits for supervised and controlled public displays of fireworks by the city, a civic organization, amusement park or other organization or group of individuals approved by the fire department. Such permits shall be granted on application to the fire department and upon recommendation for approval by the fire chief or chief's designee and governing body approval. Permit approval does not require legislation.

B. Every such display shall be handled by a certified, competent operator duly approved by the fire department and shall be of such composition, character, and so located, discharged or fired, as, in the opinion of the department, not to be hazardous to property or endanger life.

C. Application for permits shall be made in writing at least thirty (30) days in advance of the date of the display. After the permit has been granted, the sale, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No such

permit granted shall be transferable.

D. Before any permit for fireworks display shall be issued, the applicant shall furnish proof of financial responsibility to satisfy any claims for damages to property or personal injuries arising out of any act or omission on the part of the applicant or any agent or employee in such amount, character and form as the city attorney determines necessary for the protection of the public.

E. The certified operator shall dispose of any fireworks that remain unfired after an approved display is concluded, as soon as possible after the display, in a manner safe for the particular type of fireworks and approved by the fire department.

Section 4. Section 12-3.4 (being SFCC 1981, § 7-4-4) is amended to read:

12-3.4 - Other permitted activities.

A. Any person may sell, offer to sell, or store for sale safe and sane fireworks by obtaining a permit as provided in subsection 12-3.5 of this Chapter.

B. Wholesalers and jobbers may sell dangerous fireworks; provided, that they are shipped out-of-state in accordance with the interstate commerce commission and department of transportation regulations covering the transportation of explosives and other dangerous articles by motor, rail and water. Wholesalers and jobbers shall store their supplies of fireworks in accordance with the terms of the most recently adopted version of the IFC, as specified in 12-1.2. Wholesalers and jobbers selling dangerous fireworks shall obtain a permit from the fire department and pay an annual fee of five hundred dollars ($500) to the city treasurer.

C. This section does not prohibit the use of fireworks by railroads or other transportation agencies for signal purposes or illumination, the sale or use of blank cartridges for a show or theater, for signal purposes in athletics or sports or for use by military organizations.

Section 5. Section 12-3.5 through 12-3.8 (being SFCC 1981, § 7-4-4) are included for

reference without amendments:

12-3.5 - Permit for sale or possession of fireworks.

A. Any person intending to sell, offer to sell or store for sale any safe and sane fireworks shall first obtain a permit by:

(1) Filing a written application on a form approved by the fire department which shall include the name and address of the wholesaler or jobber selling the fireworks and by paying a fee to the city treasurer in the following amounts:

(a) Wholesalers, one hundred dollars ($100.00); and

(b) Retailers, fifty dollars ($50.00);

(2) Demonstrating to the satisfaction of the fire department that the items to be handled under the permit comply with the terms and intent of this section; and

(3) Certifying that no person under the age of sixteen (16) years shall be permitted by the applicant to sell or offer to sell any fireworks.

B. Any permit granted under this subsection to any person, wholesaler or jobber shall be for a period of one (1) year.

C. Any permit granted under this subsection to any person other than a wholesaler or jobber shall authorize the possession of safe and sane fireworks for the period of June 10 through July 15 of each year and the sale and display of such fireworks for the period of June 20 through July 5 of each year.

D. Any permit granted hereunder shall be valid only for the calendar in which issued and only for the premises or location for which issued. No permit shall be transferable, assignable or automatically renewable.

12-3.6 - Sale, possession or use restricted to certain persons.

A. It is unlawful to sell, offer to sell or give any fireworks to any person under sixteen (16) years unless they are accompanied by a parent or guardian.

B. Persons over the age of sixteen (16) years may purchase, use and possess safe and sane fireworks.

12-3.7 - Restrictions.

A. No fireworks approved for sale shall be stored, possessed or used within fifty feet (50') of gasoline or other flammable liquids unless such liquids are sealed in metal containers of not more than one (1) gallon capacity.

B. No fireworks shall be sold except from within a permanent structure at a recognized business location. The construction or use of fireworks stands outside of a permanent structure is prohibited.

12-3.8 - Seizure of fireworks.

The fire department shall seize, take, remove or cause to be removed at the expense of the owner all stocks of dangerous fireworks offered or exposed for sale, stored or held in violation of this section.

Section 5. Section 12-3.9 (being SFCC 1981, § 7-4-4) is amended to read:

12-3.9 Restrictions on the sale and use of fireworks.

A. The sale and use of the following fireworks are prohibited during extreme or severe drought conditions, based on current drought indices published by the national weather service:

(1) Aerial devices, such as

a) Ariel shell kit-reloadable tubes;

b) Aerial spinners;

c) Helicopters;

d) Mines;

e) Missile-type rockets;

f) Multiple tube devices;

g) Roman candles;

h) Shells; and

i) Stick-type rockets.

(2) Ground audible devices, such as

a) Chasers; and

b) Firecrackers.

B. The use of all fireworks is prohibited within any lands covered wholly or in part by timber, brush, or native grass.

C. The above restrictions do not apply to public displays of fireworks in strict conformance with the requirements and conditions set forth in subsection 12-3.3 SFCC 1987 and as approved by the city of Santa Fe fire chief or the fire chief's designee.

D. The governing body may implement additional restrictions during severe or greater drought conditions pursuant to Section 60-2C-8.1 NMSA 1978.

E. Penalties.

(1) Any individual, firm, partnership, or other entity found in violation of this section shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500.00), or both.

(2) Each and every occasion on which this section is violated shall be considered a separate offense.

PASSED, APPROVED, and ADOPTED this 15th day of January, 2025.

Alan Webber (Jan 23, 2025 17:35 MST)

ALAN WEBBER, MAYOR

ATTEST:

ANDREA SALAZAR (Jan 28, 2025 17:36 MST)

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Bill No. 2024-12

Legislation/2025/Ordinances/2025-4(O)/Changing Fireworks Display Requirements

CITY OF SANTA FE

Date: April 1, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Director Regina Wheeler (Apr 2, 2025 12:45 MDT)

Jennifer Morrow, Complete Streets Director Jennifer Morrow (Apr 2, 2025 12:03 MDT)

From: José Lerma, Traffic Operations Manager

Subject: Roadway Marking Materials

Vendor Name: 3M Library Transportation Safety Division

Munis Vendor Number: 2924

ITEM AND ISSUE:

Request for Approval to Purchase Roadway Marking Materials from 3M Library Transportation Safety Division in the Total Amount of $360,307.40 Excluding NMGRT. (Jose Lerma, Traffic Operations Manager, jnlerma@santafenm.gov)

BACKGROUND AND SUMMARY:

The Public Works Traffic Operations Section needs roadway marking materials to replace old faded, worn out and damaged roadway markings city wide. City staff will install the new marking material this summer into the fall on crosswalks, vehicle lane lines, stop bars, lane arrow symbols, median gores and speed hump markings. One time funding appropriated in FY25 will be used for this purchase.

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Paint & Sign Operations/Maint/1000412

Munis Object Name/Number: Operating Supplies/530200

Budget Officer / Designee: Andy Hopkins

Budget Officer Comment / Exceptions:

ATTACHMENTS:
Vendor's Quote
Statewide Price Agreement

CITY OF SANTA FE

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement Sign and Pavement Marking Material, Reflective, Price Agreement Number: 40-80500-23-17073

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 05/16/2025

CPO Comment/Exceptions: Ensure the PO adequately identifies the price agreement relied upon.

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: ST2510000

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

3M Transportation Safety Division
3M Center, Building 225-04-N-14
St. Paul, MN 55144-1000
FAX: 1-800-591-9293
Toll Free 1-800-553-1380

Sold-to: City of Santa Fe (16134707)
200 Lincoln Ave
SANTA FE, New Mexico 87501-1904
Ship-to: City of Santa Fe (16134707)
200 Lincoln Ave
SANTA FE, New Mexico 87501-1904

Attn: Jose Lerma
From: Tara Nachtigal
Phone: 800-553-1380
Email: 3msupport.twestcoast.us@mmm.com
bCom: Contact us for a reg code for online ordering

Quotation Number: CITYOFSANTAFENM04152025(1)
Quotation Date: 04/15/2025
Expiration Date*: 06/15/2025

Payment Terms: Net 30 Days
Contract: D005939504
Delivery Time: Contact your CSR
F.O.B.: See Below

Material	QTY	UoM	Description	Unit Price	Ext. Price
7000055490	3	DR	1172C RED EC FILM NP 36" X 50 YD	$360.0000	$1,080.00
7000055547	2	DR	1175C BLUE EC FILM NP 36INX50YD	$360.0000	$720.00
7000055485	5	ROL	1177C GRN EC FILM NP 36" X 50YD	$360.0000	$1,800.00
7000004882	3	ROL	3931 YELLOW HI PRISMATIC 36"x50YD	$450.0000	$1,350.00
7000148635	40	Rol	A380IES 4"x30YD, WHT	$195.0000	$7,800.00
7100236035	20	Rol	A381IES(T) 4"x30YDS, YLW	$195.0000	$3,900.00
7100035553	30	Rol	A380IES 8"x30YD, WHT	$390.0000	$11,700.00
7000129505	384	Rol	A380IES 12"x30YD, WHT	$585.0000	$224,640.00
7010302715	50	CV	SMS-L380IES-LA LFT ARROW, 8', WHT, 4/PK	$1,066.5200	$53,326.00
7010343798	20	CV	SMS-L380IES-RA RHT ARROW, 8', WHT, 4/PK	$1,066.5200	$21,330.40
7100241155	100	EA	SMS-L380IES SPEED HUMP, 6', WHT, 2/PK	$326.6100	$32,661.00
				Total:	**$360,307.40**

F.O.B: Shipping Point. Freight charges via cheapest method prepaid and allowed. **The minimum acceptable order dollar value is $1,000. A small order fee of $100 will be applied for orders below the minimum dollar value requirement.

To place an order or ask for bCom registration code, please reach out via the email or phone listed above. To be assured of these prices if an order is issued, please note on the order *"These prices in accordance with **Quotation Number "***CITYOFSANTAFENM04152025(1)" *(complete with the quotation from above).* * Prices quoted herein are firm for a period of 60 days after quotation date. For quotes beyond 60 days, prices are subject to increase with 30-day notification. * Some products may have minimum quantity requirements. * Pricing is subject to variation based on sizing and other characteristics. Nonstandard upcharges may or may not be included in the pricing quoted above. Please contact your customer service representative if you have questions or concerns. Applicable tax exemption documents should be included with your order.
**Government agencies exempt from minimum order dollar value & small order fee.

1.Delivery of plus 10% or minus 10% of ordered quantity shall constitute fulfillment of the order. We will endeavor to supply the exact number of units specified. 2. Any claim for loss or damage caused by the transporting carrier(s) must be supported with a delivery receipt, noting such shortage or damages and signed by the delivering carriers driver, and/or a carrier inspection report. When damage is concealed at time of delivery, an inspection by the carrier must be requested as soon as possible but not later than fifteen days from delivery. Any defects in material must also be reported within fifteen days after receipt of goods. 3. We assume no responsibility for any loss or damage incurred due to delay or inability to deliver, caused by fire, strikes, accident, embargoes, car shortages, delays of carriers, insurrection, riot, acts of civil or military authorities or acts of God. 4. In cases where special transportation routing is requested, we will charge back the cost of the special routing. 5. This quotation is based on continuous production of

the quantities specified. 6. Prices quoted are for a single destination with no drop shipping allowed unless other specified above. 7. The above quotation does not include any Federal, State or Local taxes unless so indicated. 8. Orders are subject to 3M Credit Department approval.

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State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor: **4 Vendors**

Ship To: **As Requested on page 11 & 12**
Invoice: **As Requested on page 11 & 12**
For questions regarding this contract please contact: **India Garcia (505) 690-7383**

Number: **40-80500-23-17073**

Amendment No.: **One**

Term: **April 4, 2024 - April 4, 2026**

Procurement Specialist: **Patrick Gardner** PG

Telephone No.: **(505) 637-1876**

Email: **Patrick.Gardner@gsd.nm.gov**

Title: **Sign and Pavement Marking Material, Reflective**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 4, 2025 to April 3, 2026 at the same price, terms and conditions. This Agreement was not extended for vendor (AC) San Bar Construction Corp.

Remove Item #53 for vendor (AD) Perform, LLC from the Price Agreement:

53	6	Each	Heat Gun- For applying pre-formed thermoplastic bid items. Vendor to furnish a complete price list for replacement parts.	**(AD) $900.00**

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 4/3/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

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State of New Mexico
General Services Department

Price Agreement

Awarded Vendor:
5 Vendors (See Page 6)

Ship To:
As Requested on page 11

Invoice:
As Requested on page 11

For questions regarding this agreement please contact:
India Garcia (505) 690-7383

Price Agreement Number**: 40-80500-23-17073**

Payment Terms**: Net 30**

F.O.B.**: Destination**

Delivery**: See Page 6**

Procurement Specialist**: Theresa Mendibles** TM

Telephone No.**: (505) 795-1894**

Email: **theresa.mendibles@gsd.nm.gov**

Title**: Sign and Pavement Marking Material, Reflective**

Term**: April 4, 2024 thru April 3, 2025**

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

This Price Agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies. Prior to utilizing this Price Agreement, the New Mexico Department of Transportation must be notified, and the user must request approval. Vendor/Contractor is to take note that NMDOT has precedent for the usage of this Price Agreement. If a Statutory limit is set on a Price Agreement and that cumulative limit has been met, the Price Agreement will be cancelled. When applicable all purchase orders referencing this price agreement must report their expenditures to the General Services Department/State Purchasing Division..

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 4/4/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

This has been signed on behalf of the State Purchasing Agent.

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MS

DocuSign Envelope ID: 799BEDE1-50E2-4A84-8A18-BC3271F28EBA

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable

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for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or

negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor’s written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor’s personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement’s term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for

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Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Department Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term
The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

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Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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(AA) 0000014891

3M Company
2807 Paysphere Circle
Chicago, IL 60674
(800) 553-1380
3msupport.tsdcsr.us@mmm.com

Payment Term: Net 30
FOB: Destination
Delivery: 20 - 120 days ARO

(AB) 0000055974

Avery Dennison Corporation
P.O. Box 96989
Chicago, IL 60693
(877) 214-0909
reflective.bids@averydennison.com

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

(AC) 0000113804

Interwest Safety Supply
5821 Coronado Ave, NE
Albuquerque, NM 87109
(505) 850-3646
massaad@iwsafety.com

Payment Term: Net 30
FOB: Destination
Delivery: Destination

(AD) 0000179464

Preform, LLC
3845 Deerpark Blvd.
Elkton, FL 32033
(888) 825-5161, (512) 736-5282 (Direct)
bids@preform.us

Payment Term: Net 30
FOB: Destination
Delivery: 14-25 Days ARO

(AE) 0000049822

San Bar Construction Corp
9101 Broadway Blvd SE
Albuquerque, NM 87105
(505) 452-8000
larry@sanbarcc.com
alyssa@sanbarcc.com

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

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Specifications:

Establish a price agreement for Sign & Pavement Marking Material, Reflective for the New Mexico Department of Transportation (NMDOT). This is a materials only price agreement.

All products purchased under this Price Agreement shall meet the specifications as set forth in this price agreement, and all applicable New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings, and supplemental specifications (current edition). They are available on the NMDOT website, at the following link: http://dot.state.nm.us/content/nmdot/en/Standards.html and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

This Price Agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies. Prior to utilizing this Price Agreement, the New Mexico Department of Transportation must be notified, and the user must request approval. Vendor/Contractor is to take note that NMDOT has precedent for the usage of this Price Agreement. If a Statutory limit is set on a Price Agreement and that cumulative limit has been met, the Price Agreement will be cancelled. When applicable all purchase orders referencing this price agreement must report their expenditures to the General Services Department/State Purchasing Division.

Vendors are required to ensure that the products used in conjunction with this Price Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513 or by email at NMDOTAPL@dot.nm.gov.

Term:
The term of this agreement shall be for one (1) year from date of award with an option to extend for up to three (3) additional one (1) year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms, and conditions. This Price Agreement shall not exceed four (4) years.

Tax Note:
Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by the NMDOT.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, in the discretion of The State, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by The State of New Mexico for goods and/or services provided. It is understood that the party providing said goods and/or services to The State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. Show the amount for the respective bid item unit prices to a maximum of three (3) decimal places. Truncate additional decimal places in excess of three (3).

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The Vendor shall be considered an independent Vendor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the performance required by this price agreement.

Method of Award:
Method of award shall be to one or more Vendors for each group. Items shall be awarded to one or more Vendors per group, but not to exceed three (3) Vendors per group. This price agreement may be awarded to one (1) or more Vendors, as follows:

Items 1 to 17– Sheeting
Items 18 – Pavement Marking Tape
Items 19 to 48 – Pre-formed Pavement Markings
Items 49 to 53 – Pre-formed Thermoplastic Material
Items 54 to 55 – Barrier Delineation
Items 56 to 57 – Reflective Raised Pavement Markers
Items 58 to 87 – Pre-formed, Pre-Patterned Markings, Improved Retro-reflectivity

For a bid to be considered for award to a group, prices must be submitted for all items for that group. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group.

Utilization of Vendors:
The following procedure for the utilization of Vendors shall be used on multiple source price agreements.

1. The selection of a Vendor from a multiple source price agreement to provide items shall be based on the purchase order utilizing pricing contained within this price agreement.

2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total purchase order costs for each awarded Vendor.

3. The Vendor selected to perform the work shall be the Vendor providing items for the specific purchase order at the lowest overall cost to the NMDOT and able to meet all requirements including delivery schedule. A Vendor **not** offering the lowest cost to the NMDOT can be used for the specific purchase order if the Vendor providing the lowest overall cost is unable to meet all item and delivery requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

The Vendor Agrees To:
Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Vendor and/or its employees, own negligent act(s) or omission(s) while Vendor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or

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personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

SPECIFICATIONS FOR SIGN AND PAVEMENT MARKING MATERIAL, REFLECTIVE:
Non-reflective sheeting (film) and products must meet all requirements for reflective sheeting except those requirements pertaining to reflectivity.

Service life must be designated in specifications and must be guaranteed by the manufacturer of reflective sheeting or related material.

Ink systems shall be one (1) part UV resistive for all standard color inks. No additional clear coating of signs required. The ink system shall be Non-ISO Cynate. All inks shall be compatible with the Department's silk screen material with One Hundred and Eighty (180) screen mesh. All inks shall be removable with thinners and/or citrus based screen wash. Thinner shall be compatible and capable of removing ink systems provided to the Department. This material (inks & thinners) shall be provided to the NMDOT at no additional cost.

Successful bidders of any pre-formed tape items shall provide application equipment and necessary technical support to all of the NMDOT six (6) Districts.

Awarded Vendor(s) shall provide technical service support upon request with reasonable notification.

Awarded Vendor(s), upon request must furnish technical literature and product bulletins for all items awarded.

Slip-sheeting paper shall be provided by the Awarded Vendor(s) at no additional cost to the Department.

HEAT GUN SPECIFICATION:
The hand held Heat Gun (Item 53) shall be propane fueled and suitable for the application of pre-formed thermoplastic pavement markings on both asphalt and concrete surfaces and shall be UL listed and approved. The length of the heat gun (from air intake to the end of nozzle) must be at least thirty seven inches (37”). The minimum length of hose shall be twenty feet (20’) with a three hundred and sixty (360) degree swivel joint, and the minimum width of five inches (5”) for the nozzle. The nozzle must be constructed of stainless steel and the gas injection venturi must be made from aluminum or other similar materials. The handle must be made of insulating plastic or similar materials. The maximum weight of the heat gun without the hose and gas cylinder valve shall be four (4) pounds. It must be equipped with a piezoelectric type igniter that is built in and protected by the trigger body of the heat gun. Heat guns ignited by pilot flames, batteries or flint will not be acceptable. No part of the heat gun, including the nozzle shall become warmer than one hundred and twenty five (125) degrees Fahrenheit during a three (3) minute uninterrupted run at maximum power. Gas flow to the nozzle shall cease and flame will extinguish when the heat gun trigger is released. Max fuel consumption during continuous use will be eight (8) pounds/hour. The heat gun shall have an automatic safety shut off valve in case of leakage or breakage of the hose or connectors. The heat gun shall have an adjustable regulator valve. The heat gun must produce a minimum of 200,000 BTU's. The heat gun shall be operated by a "dead man trigger", which when pressed, automatically ignites the heat gun without the use of any pilot flame. The heat gun shall come with a twelve (12) month warranty covering parts and labor.

Delivery:
Prices bid under this agreement shall be F.O.B. destination.

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Method of Measurement and Payment:

All quantities are to be measured by the District Engineer or their designee and shall be considered final and all payments will be made on this basis.

Escalation Clause:
In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

To facilitate prompt consideration, all requests for price increase must include all information listed below:
1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the General Services Department's (GSD), State Purchasing Division. Final determination on the approval or disapproval of the escalation request will be made by GSD's, State Purchasing Division.

Quantities:
The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

Payments and Invoicing:
Within fifteen (15) days after the date the NMDOT receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days (30) after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Vendor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirteenth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and a half (1½) percent per month.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or their duly authorized representative. The Vendor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Vendor fails to comply with the workers' compensation act and applicable rules when required to do so the contract may be canceled effective immediately.

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Invoice To:

New Mexico Department of Transportation
General Office
1120 Cerrillos Road
Santa Fe, NM 87504-1149

New Mexico Department of Transportation
District One
2912 E. Pine St.
Deming, N.M. 88030

New Mexico Department of Transportation
District Two
P.O. Box 1457
Roswell, N.M. 88202-1457

New Mexico Department of Transportation
District Three
P.O. Box 91750
Albuquerque, N.M.87199

New Mexico Department of Transportation
District Four
P.O. Box 10
Las Vegas, N.M. 87701

New Mexico Department of Transportation
District Five
P.O. Box 4127 (Coronado Station)
Santa Fe, N.M. 87502-4127

New Mexico Department of Transportation
District Six
P.O. Box 2160
Milan, N.M. 87021-2159

Ship To:
NMDOT General Office Warehouse, SB-4
1350 Alta Vista Street
Santa Fe, NM 87504-1149

NMDOT District 1
2912 E. Pine St.
Deming, N.M. 88030

NMDOT District 2
4505 W. Second Street
Roswell, NM 88201

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NMDOT District 3
7500 Pan American Frwy NE
Albuquerque, NM 87109

NMDOT District 4
28 Bibb Industrial Drive
Las Vegas, NM 87701

NMDOT District 5
7315 South Cerrillos Rd.
Santa Fe, NM 87507

NMDOT District 6
1919 Pinon Drive
Milan, NM 87021

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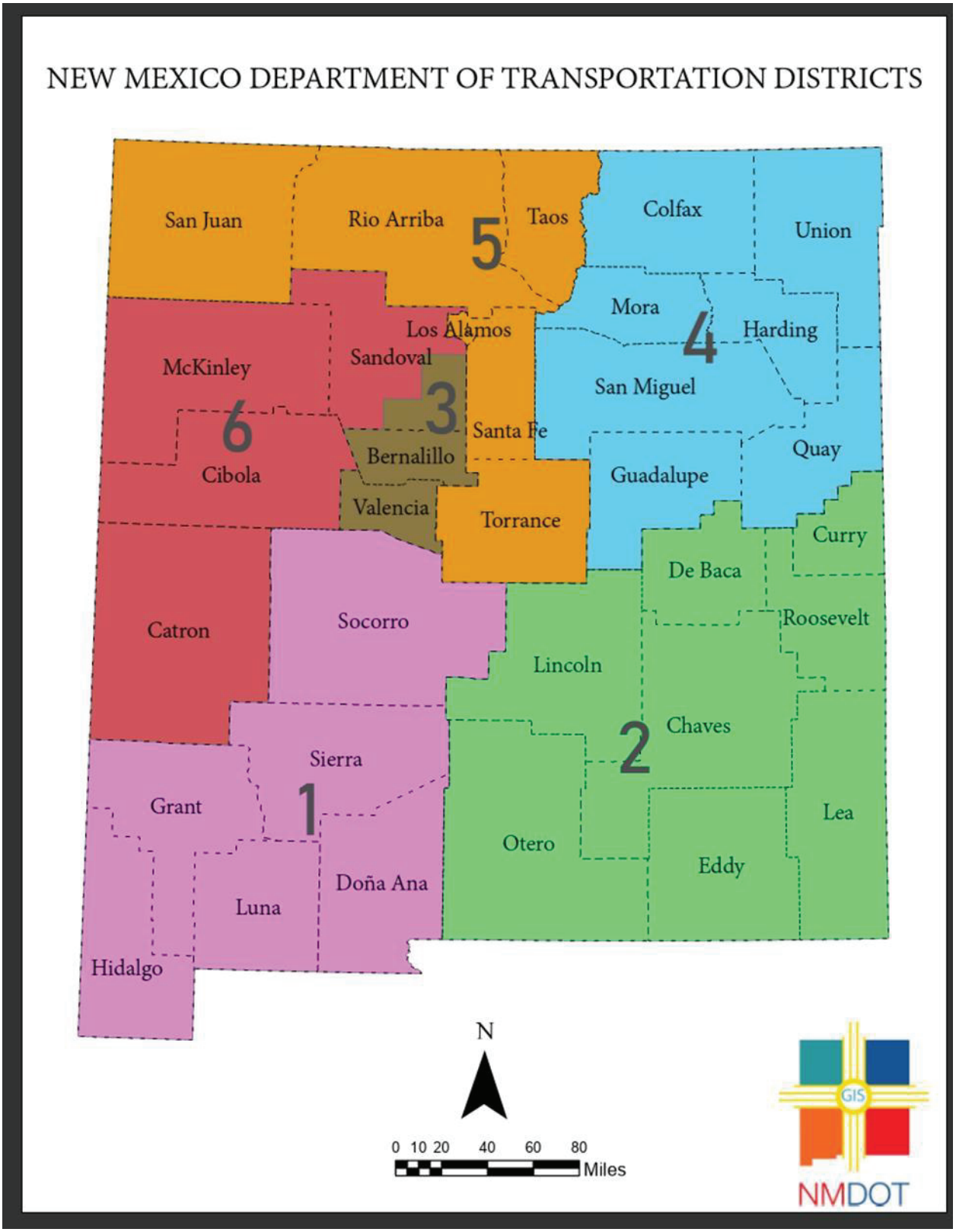

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
1	10,000	S.F.	Non-Reflective Sheeting (Vinyl film) and Border Material- All standard colors, white and black series.	**(AA) $1.30** - 3M 7725 Series **(AB) $0.90 -** SC900 **(AE) $0.46**
2	10,000	S.F.	Acrylic- Colored film with pressure sensitive adhesive for application over reflective sheeting. For use in electronic cutting apparatus that require non-punched material, all standard colors, clear and black series.	**(AA) $0.80** - 3M 1170 Series **(AB) $0.74** - OL-2000 **(AE) $1.01**
3	500	S.F.	Protective Overlay Film- Solvent and graffiti resistant transparent film coated with pressure sensitive adhesive, to be compatible with all process inks used in sign sheeting.	**(AA) $1.10** - 1160i / 1160iA **(AB) $0.95** - OL-1000 **(AE) $1.50**
4	500	S.F.	Transparent Protective Overlay Film coated with pressure sensitive adhesive. Resists stains, solvents, graffiti, and stickers. UV resistant with less than 6% reflectivity loss from initial retro-reflectivity values. Compatible with all electronic cut-able film and process inks used in sign sheeting.	**(AA) $1.10** - 1160i / 1160iA **(AB) $0.95** - OL-1000 **(AE) $1.50**
5	10,000	S.F.	Prismatic Reflective Sheeting and Border Material ASTM type IV. All standard colors.	**(AA) $1.00** - 3M 3930 Series **(AB) $1.05** - T6500 **(AE) $1.35**
6	10,000	S.F.	Prismatic Reflective Sheeting and Border Material ASTM Type VIII, all standard colors.	**(AA) $1.50** - 3M 3940 **(AB) $1.48** - T-7000 **(AE) $3.85**
7	9,000	S.F.	Prismatic Reflective Sheeting and Border Material, fluorescent yellow-green, and yellow ASTM Type VIII.	**(AA) $1.50** - 3M 3921, 3923 **(AB) $1.48** - T-7511 **(AE) $4.10**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
8	5,000	S.F.	Prismatic Reflective Sheeting: Fluorescent orange ASTM Type VIII.	**(AA) $1.45** - 3M 3924S **(AB) $1.48** - W7514 **(AE) $2.55**
9	10,000	S.F	Prismatic reflective sheeting and border material, ASTM Type IX (VIP), all standard colors.	**(AA) $1.64** - 3M 4090 Series **(AB) $1.74** - T-11000 **(AE) $2.65**
10	9,000	S.F.	Reflective Sheeting and Border Material Diamond Grade, VIP, fluorescent yellow-green, and yellow. ASTM Type IX.	**(AA) $1.64** - 3M 4081, 4083 **(AB) $1.74** - T-11511 **(AE) $2.75**
11	5,000	S.F.	Reflective Sheeting and Border Material Diamond Grade: VIP, fluorescent orange. ASTM Type IX.	**(AA) $1.64** - 3M 4084 **(AB) $1.74** - T11514 **(AE) $2.95**
12	10,000	S.F	Prismatic Reflective Sheeting and Border Material, ASTM Type XI (DG3), all standard colors.	**(AA) $1.64** - 3M 4090 Series **(AB) $1.74** - T-11000 **(AE) $2.80**
13	9,000	S.F.	Reflective Sheeting and Border Material Diamond Grade: DG3, fluorescent yellow-green, and yellow. ASTM Type XI.	**(AA) $1.64** - 3M 4081, 4083 **(AB) $1.74** - T-11511 **(AE) $2.95**
14	5,000	S.F.	Reflective Sheeting and Border Material Diamond Grade: DG3, fluorescent orange. ASTM Type XI.	**(AA) $1.64** - 3M 4084 **(AB) $1.74** - T11514 **(AE) $2.95**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
15	2,000	S.F.	Barricade Pre-Stripe Reflective Sheeting White and Orange Rolls: 4in and 6in stripe, left or right, High Intensity prismatic sheeting ASTM Type IV.	**(AA) $1.35** - 3M 3334L/R, 3336L/R **(AB) $1.35** - w6000 **(AE) $2.35**
16	30,000	S.F.	Transfer (pre-spacing) Tape: For use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.	**(AA) $0.24** - 3M SCPS-2 **(AB) $0.14** - AT 75 **(AE) $.035**
17	1,000	S.F.	Clear Transfer (pre-spacing) Tape: For use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.	**(AA) $0.26** - 3M TPM5 **(AB) $0.14** - AT65 **(AE) $.040**
18	200	L.F.	Pavement Marking Tape: 4 inch temporary removable, detour grade, yellow and white, Type 1.	**(AA) $3.05** - 710IR/711IR. Pricing is by square foot for configurable rolls. **(AC) $2.50** **(AE) $0.95**
19	30	Each	Pre-Formed Pavement Markings: Retro-reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. **Straight Arrow**.	**(AA) $116.97** - 3M SMS-L270ES-SA, sold 4/pack, price provided is for each item, not per pack **(AE) $205.25**
20	75	Each	Pre-Formed Pavement Markings: Retro-reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. **Curve right or left arrow** (as specified at time of order).	**(AA) $163.05** - 3M SMS-L270ES-RA, SMS-L270ES-RA, sold 4/pack, price provided is for each item, not per pack **(AE) $286.05**
21	15	Each	Pre-Formed Pavement Markings: Retro-reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"Only" Legend**.	**(AA) $262.30** - 3M SMS-L270ES-ON sold 2/pack, price provided is for each item, not for pack

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				(AE) $460.15
22	100	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"School" Legend**.	**(AA) $453.70** - 3M SMS-L270ES-SC **(AE) $795.95**
23	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"Stop" Legend**.	**(AA) $326.11** - 3M SMS-L270ES-ST **(AE) $572.10**
24	30	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"RR XNG" Legend**.	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $559.65**
25	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. **Letter "R" Legend**.	**(AA) $92.16** - 3M SMS-L270ES-R sold 2/pack, price provided is for each item, not for pack **(AE) $161.70**
26	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"Right" Legend**.	**(AA) $163.05** - SMS-L270ES-RA RHT ARROW, 8', WHT, 4/PK, price provided is for each item, not for pack **(AE) $247.00**
27	10	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"Left" Legend**.	**(AA) $163.05** - SMS-L270ES-LA LFT ARROW, 8', WHT, 4/PK, price provided is for each item, not for pack **(AE) $247.00**
28	10	Each	Pre-Formed Pavement Markings, Retro-reflective, white, Type1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"Turn" Legend**.	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				is by square foot for configurable / custom symbols and legends. **(AE) $247.00**
29	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **"Ahead" Legend**.	**(AA) $382.82** - 3M SMS-L270ES-AH. **(AE) $671.65**
30	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **"PED" Legend**.	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $247.00**
31	130	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **"XING" Legend**.	**(AA) $319.01** - 3M SMS-L270ES-XI **(AE) $559.65**
32	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **"Signal" Legend**.	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $281.25**
33	10	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **"Exit" Legend**.	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $247.00**
34	5	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **"MPH" Legend**.	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $247.00**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
35	30	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **Numeral 0 to 9** (as specified at time of order).	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $87.50**
36	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **Elongated straight arrow.**	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $247.00**
37	25	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **Elongated arrow right or left** (as specified at time of order).	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $497.50**
38	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **Fillet right** (for elongated combination right arrow) or **fillet left** (for elongated combination left arrow), as specified at time of order.	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $87.50**
39	10,000	S.F.	Pre-Formed Pavement Markings, Retro-Reflective, white and yellow, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **Roll goods for stop bars, crosswalks, striping tape 60 MIL., etc.** (not including primer).	**(AA) $3.72** - A270ES/A271ES. Pricing is by square foot for configurable rolls. **(AE) $5.45**
40	1,000	S.F.	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **Non-standard (custom) legends not referenced in bid** (not including primer).	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				(AE) $4.75
41	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. **"Bike" legend.**	**(AA) $249.75** - SMS-L380IES-LK6 LT BIKE FACE,6',WHT,2/PK, price provided is for each item, not for pack **(AE) $174.10**
42	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. **Bike rider symbol 4'.**	**(AA) $140.76** - 3M SMS-L270ES-K4, price provided is for each item, not for pack **(AE) $133.70**
43	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. **Bike rider symbol 6'.**	**(AA) $159.50** - 3M SMS-L270ES-LK6, SMSL270ES-RK6, sold as 2/pack, price provided for each item not for pack **(AE) $279.85**
44	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. **Bike rider symbol 8'.**	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $363.80**
45	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **"HWY" legend.**	**(AA) $6.38** - SMS-L270ES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $472.95**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
46	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. **6' Bike straight arrow legend.**	**(AA) $77.98** - 3M SMS-L270ES-A6, sold as 2/pack, price provided for each item not for pack **(AE) $136.80**
47	20	Each	Pre-Formed Pavement Markings, Retro-Reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **RR-Xing kit.**	**(AA) $680.57** - 3M SMS-L270ES-RX. **(AE) $1,194.00**
48	200	Gal	Surface Preparation Adhesive- When required for installation conditions for pre-formed pavement markings, retro-reflective, Type1, with no "surface preparation adhesive" required as per manufacturer's recommendations.	**(AA) $273.20** - 3M SPA60, sold in 5 gallon containers. Price provided is for one (1) gallon. **(AE) $95.85**
49	2,000	S.F	Preformed Thermoplastic Linear Material, 125 millimeter thickness. No pre-heating of road surface required.	**(AD) $2.05** - Various width materials, sold in package quantity increments. **(AE) $2.85**
50	2,000	S.F.	Pre-Formed Thermoplastic Legends; 125 millimeter thickness. No pre-heating of road surface required.	**(AD) $5.00** - One color legends, sold in package quantity increments. **(AE) $5.80**
51	2,000	S.F.	Pre-Formed Thermoplastic Linear Material 125 millimeter thickness. Pre-heating of road surface required.	**(AD) $2.05** - Various width materials, sold in package quantity increments. **(AE) $2.85**
52	2,000	S.F.	Pre-Formed Thermoplastic legends; 125 millimeters thickness. Pre-heating of road surface required.	**(AD) $5.00** - One color legends, sold in package quantity increments. **(AE) $5.80**
53	6	Each	Heat Gun- For applying pre-formed thermoplastic bid items. Vendor to furnish a complete price list for replacement parts.	**(AD) $900.00** **(AE) $1,172.75**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
54	8,000	L.F.	Barrier Delineation System -Retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturers specifications, 4 or 6 inch widths, standard colors.	**(AC) $5.35**
55	8,000	L.F.	Barrier Delineation System - Retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturers specifications, 4 or 6 inch widths, fluorescent colors.	**(AC) $5.35**
56	1,000	Each	Reflective Raised Pavement Markers, two-way (colors to be specified at time of ordering).	**(AA) $0.88** - 3M RPM 290 2-way. Sold by Carton. 100 per Carton. **(AC) $2.25** **(AE) $1.25**
57	1,000	Each	Reflective Raised Pavement Markers, one-way (color to be specified at time of ordering).	**(AA) $0.88** - 3M RPM 290 1-way. Sold by Carton. 100 per Carton. **(AC) $1.95** **(AE) $1.25**
58	30	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. **Straight arrow.**	**(AA) $182.25** - 3M SMS-L380ES-SA, sold in 4/pack, price provided is for each item, not for pack **(AE) $319.70**
59	75	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. **Curve right or curve left arrow.**	**(AA) $266.63** - 3M SMS-L380ES-RA, SMS-L380ES-LA, sold in 4/pack, price provided is for each item, not for pack. **(AE) $467.75**
60	15	Each	Pre-Formed, Pre-Patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"Only" legend.**	**(AA) $428.64** - 3M SMS-L380ES-ON, sold in 2/pack, price provided is for each item, not for pack. **(AE) $751.90**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
61	100	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"School" legend.**	**(AA) $702.01** - 3M SMS-L380ES-SC **(AE) $1,231.60**
62	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"Stop" legend.**	**(AA) $486.02** - 3M SMS-L380ES-ST **(AE) $852.70**
63	30	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. **RR Xing kit legend.**	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $1,197.85**
64	10	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. **Letter "R" legend.**	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $225.00**
65	10	Each	Pre-Formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"Right" legend.**	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $357.50**
66	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"Left" legend.**	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $357.50**
67	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no “surface preparation adhesive” required as per manufacturer’s recommendations. **"Turn" legend.**	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends.

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				(AE) $357.50
68	20	Each	Pre-Formed, Pre-Patterned Pavement Markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **"Ahead" legend.**	**(AA) $600.76** - 3M SMS-L380ES-AH **(AE) $1,053.95**
69	10	Each	Pre-Formed, Pre-Patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **"PED" legend.**	**(AA) $648.03** - 3M SMS-L380ES-PE **(AE) $1,136.90**
70	130	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **"Xing" legend.**	**(AA) $465.77** - 3M SMS-L380ES-XI **(AE) $817.15**
71	10	Each	Pre-Formed, Pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **"Signal" legend.**	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $1,136.90**
72	10	Each	Pre-Formed, Pre-Patterned Pavement Marking with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **"Exit" legend.**	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $817.15**
73	5	Each	Pre-Formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **"MPH" legend.**	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $551.50**
74	30	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **Numeral 0 to 9 (as specified at time of order).**	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
				configurable / custom symbols and legends. **(AE) $97.50**
75	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **Elongated straight arrow.**	**(AA) $367.88** - 3M SMS-L380ES-SE, price provided is for each item, not for pack. **(AE) $645.40**
76	25	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **Elongated arrow right or left** (as specified at time of order).	**(AA) $398.25** - 3M SMS-L380ES-RE, SMS-L380ES-LE, price provided is for each item, not for pack. **(AE) $738.35**
77	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **Fillet right** (for elongated combination each right arrow) or **Fillet left** (for elongated combination each left arrow), as Specified at time of order.	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $105.00**
78	10,000	S.F.	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, white and yellow, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **Roll goods for stop bars, crosswalks, striping tape, etc.** (Not including primer).	**(AA) $6.50** - A380IES/A381IES. Pricing is by square foot for configurable rolls. **(AE) $9.65**
79	1,000	S.F.	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. **Non-standard (custom) legends not referenced in bid** (Not including primer).	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $9.40**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
80	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. **"Bike" legend** (Not including primer).	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $722.40**
81	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. **Bike rider symbol 4'** (Not including primer).	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $246.95**
82	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. **Bike rider symbol 6'** (Not including primer).	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $438.15**
83	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. **Bike rider symbol 8'** (Not including primer).	**(AA) $140.76** - SMS-L380IES-K4 BIKE SYM, 4', WHT, 2/PK, price provided is for each item, not for pack. **(AE) $1,054.00**
84	20	Each	Pre-formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **"HWY" legend** (Not including primer).	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $1,106.70**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
85	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. **6' Bike straight arrow** (Not including primer).	**(AA) $182.25** - SMS-L380IES-SA STR ARROW, 6', WHT, 4/PK, price provided is for each item, not for pack. **(AE) $201.35**
86	20	Each	Pre-Formed, Pre-Patterned Pavement Markings- With improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. **RR-Xing kit** (Not including primer).	**(AA) $12.99** - SMS-L380IES CONFIG SYM, WHT. Pricing is by square foot for configurable / custom symbols and legends. **(AE) $1,480.30**
87	200	Gal	Surface Preparation Adhesive- When required for installation conditions for pre-formed pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations.	**(AA) $273.20** - 3M SPA60, sold in 5 gallon containers. Price provided is for one (1) gallon. **(AE) $95.85**

*****87 Items Total*****

CITY OF SANTA FE

Date: May 20, 2025

To: Governing Body

From: Gabrielle Chavez, Transit Director of Administration
Gabrielle Chavez (May 20, 2025 16:38 MDT)

Via: Regina Wheeler, Public Works Department Director
Regina Wheeler (May 20, 2025 16:40 MDT)

Subject: FTA Section 5310 Funding MOA

ACTION:
Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Department of Transportation for Federal Transit Administration Section 5310 Funding for Public Transportation Services in the Total Amount of $668,072.30. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $534,457.84 from the MOA to Transit FY25 Revenue, Vehicles > 1.5 and Data Processing Equipment.

BACKGROUND AND SUMMARY:
The City received an FTA Award, identified as FY25 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Funding, for FY25 from the NMDOT Transit and Rail Division. The purpose of the grant is to purchase six Ford electric paratransit vans to replace aged vehicles and replace the camera security system on fifteen paratransit vans. The grant for $668,072.30 requires matching funds of $133,614 which are available in 5400499, so the BAR only allocates the grant funding into FY25 budget and not the match.

ATTACHMENTS:
Memorandum of Agreement (MOA)
Project Ledger ID Request Form
BAR

FUNDING SOURCE:
NMDOT FTA Section 5310 Transit Funding
Fund Name/Number: Transit 540
Munis Org Name/Number: 5400499
Munis Revenue Object Name/Number: 490550
Munis Expenditure Object Name/Number: 571000 and 572800
Project Ledger Number: PWD2554039

PROCUREMENT METHOD:
This is a Grant Agreement. No procurement required.

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FISCAL YEAR 2025 (FY 25)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF SANTA FE

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **CITY OF SANTA FE** Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

Whereas, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the state;

Whereas, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by each state;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

Whereas, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Scope of Program.

A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Operations Profile submitted with the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.

B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

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C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. If the services change, the Subrecipient must submit a revised Operations Profile. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.

D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient's governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department prior notification of any changes to the fare schedule and documentation of governing body approval.

E. **Advertising and Public Information.** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to: websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain and update as needed General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words "Public Transportation" shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.

F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).

2. Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

Subaward FY 25

City of Santa Fe	Total	Federal	Local
Capital to Subrecipient (80/20) Section 5310 Equipment	$104,202.30	$ 83,361.84	$ 20,840.46
Capital to Subrecipient (80/20) Section 5310 Vehicles	$563,870.00	$ 451,096.00	$ 112,774.00
Total Capital	**$668,072.30**	**$ 534,457.84**	**$ 133,614.46**

Vehicle acquisition funds that designate payment as capital to vendor that are not obligated by contract by September 30, 2025, may revert to the Department.

Vehicle acquisition funds that designate payment as capital to subrecipient that are not obligated by contract by March 31, 2026, may revert to the Department.

Capital equipment acquisition funds that are not obligated by contract by August 31, 2026, may revert to the Department.

Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2027, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas, Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary

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Program, Assistance Listing number 20.526. (**Attachment A**.) The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient shall submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month in which expenses were incurred. Reimbursement requests for vehicles and capital equipment shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

Subrecipients that receive capital assistance for vehicle purchases are expected to remit payment to the vendor, depending on the capital designation assigned in the award table, within 30 days of vehicle delivery. The Department shall either reimburse the Subrecipient (capital to subrecipient) or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs.

Subrecipients with a capital to subrecipient designation will pay the vendor in full for the cost of the vehicle and invoice NMDOT for reimbursement of the federal share (80/20).

Subrecipients with a capital to vendor designation will pay the vendor the local portion of the cost of the vehicle. Once received, the vendor will invoice NMDOT for the remaining federal portion of the vehicle cost.

Reimbursements will be issued upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

4. Eligible Costs.

A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.

C. Within forty-five (45) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses of the Program.

D. Match shall be provided from eligible matching sources.

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5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2024.

Costs incurred under this agreement for Administration and Operating expenses from October 1, 2024, to September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to vendor that are obligated by contract by September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to subrecipient that are obligated by contract by March 31, 2026, are eligible for reimbursement.

Capital equipment acquisition funds obligated by contract by August 31, 2026, are eligible for reimbursement.

Capital rehab/renovation and construction project funds obligated by contract by August 31, 2027, are eligible for reimbursement.

7. Termination for Cause.

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a

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written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of $10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

A. **Method of Acquisition**. In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

B. **Multi-year Options**. In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.

C. **Buy America**. The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.

D. **Pre-Award and Post-Delivery Audits**. The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.

E. **Bus Testing**. To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient’s policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured

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on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. New Mexico Tort Claims Act.

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq*., NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

15. Use of Program Equipment.

A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.

B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.

C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.

D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.

E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.

F. Program Equipment Inventory shall be completed for each piece of equipment used in the Program with an acquisition value of $50,000 or greater. The Program Equipment Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the equipment inventory occur.

G. The Subrecipient shall maintain a current written equipment maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. The plan will address maintenance of equipment with an acquisition value of $5,000 or more.

H. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.

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I. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.

J. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.

K. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.

L. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.

M. All Program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.

N. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

O. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.

P. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.

Q. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating

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exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

20. Reporting Requirements.

A. **Monthly Budget Summary Reporting**. Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month. The invoice shall include the supporting documentation as requested by NMDOT.

B. **Final Administration and Operating Invoice**. Section 5311 Subrecipients shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses within 45 days of the end of the agreement.

C. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting**. Section 5311 Subrecipients shall submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).

D. **Vehicle/ Equipment/ Facility Updates**. Section 5310 and Section 5311/5339 Subrecipients shall report vehicle/ equipment/ facility inventories within the BlackCat system as well as updates to the vehicle/ equipment/facility inventories on a quarterly schedule or as they occur. Reporting requirements apply to equipment valued at $50,000 or greater.

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E. **Quarterly Section 5310 Ridership Reporting**. Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after each quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively.

F. **Drug and Alcohol Quarterly Testing Report**. Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.

G. **National Transit Database (NTD) Rural Report**. Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15. More information on NTD Reporting can be found in the Global Resources Section of BlackCat.

H. **Drug and Alcohol Management Information System (MIS) Data**. Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.

I. **Drug and Alcohol Compliance Review/Report**. Section 5311 Subrecipients will participate in an annual Drug and Alcohol Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.

J. **Technical Assistance and Compliance Review/Report**. Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.

K. **Transit Asset Management (TAM) Reporting**. Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the

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Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

23. Audit.

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found here.

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

24. Audit Exceptions.

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

25. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

26. Contracting and Assignment.

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

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28. No Federal Government Obligation to Third Parties.

A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.

B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing.

A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.

B. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.

C. The Subrecipient agrees to participate in the Department's consortium.

D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.

E. The Subrecipient will participate in Department-provided training opportunities.

30. Labor Warranty.

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

31. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

A. **Nondiscrimination**. In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. **T**he Nondiscrimination Assurance is attached as **Assurance 3**.

B. **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to this Agreement:

1. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

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Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq*., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. **Age**. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.

3. **Disabilities**. In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32. DBE Policy.

A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2025 fiscal year is 21.3%, through race-neutral means.

B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.

E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients,* which is attached as **Certification 1**.

33. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities.

34. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.

B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.

C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.

D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

35. Lobbying.

A subrecipient receiving $100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or

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attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding $100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding $100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

36. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

37. Clean Water and Air Requirements.

A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq*., and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq*. The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.

B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding $150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

38. Energy Conservation

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

39. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed $25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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40. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

41. Seat Belt Use

The Subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

42. Safe Operation of Motor Vehicles

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Public Law 115-232, section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, http://www.sam.gov. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see http://www.dnb.com. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

45. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of $25,000 or more. This information will be made available to the public on www.USAspending.gov.

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,
- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

46. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

47. Scope of Agreement.

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

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48. Applicable Law and Venue; Federal Changes.

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

49. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements.

50. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

In witness whereof, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

New Mexico Department of Transportation

NMDOT Cabinet Secretary or Designate

Date

CITY OF SANTA FE

Alan Webber, Mayor

Name/Title (please print)

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

Signed by:
John Newell
Deputy General Counsel
C750CEC1625D488...

NMDOT Deputy General Counsel

04/04/25

Date

CITY OF SANTA FE ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Apr 22, 2025 16:38 MDT)

City of Santa Fe Assistant Attorney

Apr 22, 2025

Date

CITY OF SANTA FE ATTEST:

City of Santa Fe City Clerk

Date

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ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

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ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Subrecipient's unique entity ID;	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**NM-2024-008**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**4/28/2022**
(v) Subaward Period of Performance Start and End Date;	**10-01-2024 thru 03-31-2026**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**Capital $451,096.00**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**Capital $451,096.00**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**Capital $451,096.00**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY22 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY25 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportation** **David Harris - 505 -827-5420, DavidC.Harris@dot.nm.gov** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20.513**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

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ATTACHMENT A-2

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Subrecipient's unique entity ID;	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**NM-2019-001**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**7/16/2018**
(v) Subaward Period of Performance Start and End Date;	**10-01-2024 thru 03-31-2026**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**Capital $83,361.84**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**Capital $83,361.84**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**Capital $83,361.84**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY18 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY25 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportation** **David Harris - 505 -827-5420, DavidC.Harris@dot.nm.gov** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20.513**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

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NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION

NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, CITY OF SANTA FE; hereinafter referred to as "**Subrecipient**" assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the
United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

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3. As required by 49 CFR § 21.7:

a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:

(1) Subrecipient implements its Award,

(2) Subrecipient undertakes property acquisitions, and

(3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:

(1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and

(2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the federal assistance is extended, or

(2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, or

(3) This assurance.

f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) Federal transit law, 49 U.S.C. § 5332.

g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

(1) Subrecipient,

(2) Transferee,

(3) Third Party Contractor or Subcontractor at any tier,

(4) Successor in Interest,

(5) Lessee, or

(6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:

(1) Subagreement at any tier,

(2) Property transfer agreement,

(3) Third party contract or subcontract at any tier,

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(4) Lease, or
(5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

(1) Federal assistance is provided for its Award,
(2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
(3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
(4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
(5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

(1) Construct any facility,
(2) Obtain any rolling stock or other equipment,
(3) Undertake studies,
(4) Conduct research, or
(5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

(1) Excluded from participation,
(2) Denied benefits, or
(3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____Date: _____

Printed Name of Signing Official: _____

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/7/24-REVISED 5/15/25

Project Title: SEC5310 PARATRANSIT VANS VIA NMDOT

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: PWD2554039

Grant ID: S2537/S2567

Approved By: ERIKA LUJAN (May 20, 2025 13:57 MDT)

CT (Finance Use Only)

Department: PW-TRANSIT Project Manager: GABRIELLE CHAVEZ Ext: 2055

Project Date Range: 10/15/24 to 3/31/26 ☑ Create Fixed Asset

☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: FTA-2024-008 P/T NMDOT % of Funding: 80/20 LOCAL MATCH: 112774.00

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 451096.00

Funding Source: NM2019-001 % of Funding: 80/20 LOCAL MATCH : 20840.46

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 83361.84

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: VEHICLES,DATA PRC INV EXPT MUNIS ORG: 5400499 MUNIS OBJ: 570950,570800

Grants Only (list all grants if applicable): PROJECT TOTAL: 668072.30

Grantor Name: NMDOT P/THRU 2024-008 Awarded Amount: 451096.00

AR Charge Code: 5400499.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

Grantor Name: NMDOT P/THRU 2019-001 Awarded Amount: 83361.84

AR Charge Code: 5400499.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Transit / Transit CIP	5/14/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles > 1.5 - Bus	5400499	571000	PWD2554039	430,254	
Data Processing Equipment Inventory	5400499	572800	PWD2554039	104,204	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US DOT/FTA - NMDOT 2024-008 and 2019-001	5400499	490550	PWD2554039	(534,458)	
				$ (0)	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

US DOT FTA Grant award for $534,458 for funding of six paratranist buses, 14 passenger vans, and replace

security cameras. Required $133,614.46 local match is available in operating budget. (Term 08/31/2026)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

De Alva Calabaza 5/14/2025
Prepared By *{print name}* Date

Gabrielle Chavez (May 20, 2025 16:38 MDT)
Division Director Date

Regina Wheeler (May 20, 2025 16:40 MDT)
Department Director Signature Date

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

Memo_MOA Section 5310 FTA $668K RW ELK

Final Audit Report 2025-05-20

Created:	2025-05-20
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9zqZc8J4XOfCWlGFCk-ezKP4xoNuRO2M

"Memo_MOA Section 5310 FTA $668K RW ELK" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-05-20 - 10:21:22 PM GMT- IP address: 63.232.20.2

Document emailed to Gabrielle Chavez (gnchavez@santafenm.gov) for signature
2025-05-20 - 10:28:34 PM GMT

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Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
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2025-05-20 - 10:40:10 PM GMT

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2025-05-20 - 10:40:50 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-20 - 10:42:48 PM GMT - Time Source: server- IP address: 63.232.20.2

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Agreement completed.

2025-05-20 - 10:42:48 PM GMT

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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

Date: **May 28, 2025**

To: **Public Works & Utilities Committee, Finance Committee, Governing Body**

From: **Kelly Bynon, Administrative Manager**; KAB
Jimmy Gunn, Interim Airport Director jg
jg

VIA: **Mark Scott, City Manager**

ITEM AND ISSUE:

Request for Approval to Exercise Renewal Option on Item Number 23-0689 between Vector Airport Systems LLC, and the City of Santa Fe for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport.

BACKGROUND AND SUMMARY:

A contract between Vector Airport Systems LLC, and the City of Santa Fe was approved by Governing body on November 8, 2023. Vector's PLANEPASS Billing and Collections service has been automatically tracking aircraft landing and parking, billing for the fees set by the City under SFCC 1978, Section 3-5, and collecting payments on behalf of the Airport.

The Santa Fe Regional Airport is requesting approval to exercise the annual renewal option as outlined in section five of the original contract with Vector Airport Systems LLC. This renewal option allows the City to renew the contract on an annual basis by mutual agreement. The current term ends on June 30, 2025.

Vector has been a great asset to the collection of revenues at the airport. The data we have for the current Fiscal year (July 1, 2024 – April 30, 2025) shows that Vector has collected $380,992.72. The Airports portion of those collections is $296,763.66.

ACTION:

Approval to Exercise Renewal Option on Item Number 23-0689 between Vector Airport Systems LLC, and the City of Santa Fe for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport.

COMMITTEE REVIEW:
Public Works & Utilities: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

City of Santa Fe, New Mexico
Memorandum

DATE: **October 20th, 2023**

TO: **Public Works & Utilities Committee, Finance Committee, Governing Body**

FROM: **James Harris, Airport Manager; Kelly Bynon, Administrative Manager** JCH

ITEM AND ISSUE:

Request for Approval of General Services Contract between Vector Airport Systems LLC, and the City of Santa Fe for collection of aircraft landing and parking fees at the Santa Fe Regional Airport.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,320,540 to Increase Landing Fees, Parking Fees, and Service Contracts.

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is currently unable to collect an unknown but significant amount of aircraft landing and parking fees due to a lack of a system for tracking aircraft landing and parking. Vector Airport Systems is the only company that currently collects landing fees and parking fees for airports automatically. Under the terms of the proposed contract, Vector's PLANEPASS Billing and Collection Services will automatically track aircraft landing and parking, bill for the fees set by the City under SFCC 1987, Section 3-5, and collect payments for the City.

The Santa Fe Regional Airport and Vector Airport Systems estimate that aircraft landing fees at current levels of traffic will generate approximately $1,090,000 per year and that parking fees will generate a further $603,000 annually, for a estimated total of approximately of $5,079,000.00 over three (3) years at current levels of traffic. The contract provides that the City will pay Vector 22% of aircraft landing and parking fees that Vector collected on the City's behalf.

This vendor is currently posted as a Sole Source Solicitation on the City of Santa Fe Website and closes on 12/03/2023.

ACTION:

Approve contract between the City of Santa Fe and Vector Airport Systems LLC and Approval of a BAR in the Amount of $1,320,540.

COMMITTEE REVIEW:
Public Works and Utilities: 11/27/2023
Finance Committee: 12/04/2023
Governing Body: 11/08/2023

City of Santa Fe, New Mexico

V2 2023

SOLE SOURCE REQUEST AND DETERMINATION FORM

This form must be submitted to the City of Santa Fe, Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety.

Date: 10/24/2023

Prepared By: Kelly Bynon **Title:** Administrative Manager

Vendor Name: Vector Airport Systems LLC

Address: 280 Sunset Park Drive

City: Herndon **State:** VA **Zip Code:** 20170

Short Description of Goods/Services to be procured:

Automatically collect landing and parking fees for aircraft at SAF.

Estimated Extended Cost: Approxiamtely $1,117,380
Tax is subject to change.

Term of Contract: Three years from award date

One (1) to Four (4) years from date of award

Sole Source Request Justification Questions 1-3:

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services (the SOW cannot differ on the resultant contract/purchase documents), construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**

The contractor shall perform billing and collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

[×] **The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or**

[ ] **Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract*.**

3. **Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

Vector's PlanePass is the only software capable of providing real-time automatic flight tracking and landing and parking fee billing for aircraft. The software uses ADS-B data to track incoming aircraft, bill them for each landing and takeoff, and track how long the aircraft was parked at the airport. Once a bill has been established, Vector sends a bill to the aircraft owner/operator, collects the fees, and pass the fees to the City.

Approvals:

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

_____ Date: Nov 1, 2023

Travis Dutton-Leyda, CPO for the City of Santa Fe

Department Approval by:

Layla Archuletta-Maestas
Layla Archuletta-Maestas (Nov 2, 2023 09:15 MDT)

Date: Nov 2, 2023

Layla Archuletta-Maestas for Department Director

James Harris

Date: Nov 1, 2023

James Harris Airport Director

Pursuant to NMSA 1978, § 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. ***This Sole Source determination will be valid for the term stated on the first page of this document.***

_____ Date: _____

Travis Dutton-Leyda, CPO for the City of Santa Fe

Required Attachments:

****Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***

****Quote from sole source Contractor***

****Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

280 Sunset Park Drive Herndon, VA 20170 USA 703-817-7777 www.vector-us.com

City of Santa Fe, NM
October 24, 2023

RE: Sole Source for the PLANEPASS® service from Vector Airport Systems

To Whom It May Concern:

This letter serves to notify you that Vector, LLC is the sole source provider of the PLANEPASS service.

This is to certify that the PLANEPASS Service Platform is the proprietary property of Vector, LLC. Vector is the owner, developer, and manufacturer of the source code to the Service/Software and has exclusive rights to distribute the software. No other vendor has end user distribution rights to the source code.

Vector, LLC is the only vendor that has the ability and expertise to support the Service/Software for the purposes of maintenance services, including Software updates, enhancements, bug fixes, and standard technical support issues.

Sincerely,

William Repole

Chief Operating Officer, Vector, LLC

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	11/15/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Service Contracts	5456050	510310		372,460	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Landing Fees	5456050	430500		(1,090,000)	
Parking Fees	5456050	430550		(603,000)	
				$ (1,320,540)	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Contract with Vector Airport Services for the use of their Plane Pass system that automatically collects Aircraft landing fees and parking fees. Estimated revenues are an additional $1,090,000 per year for parking fees and $603,000 per year for parking fees. Vector Services will take 22% of revenues collected PRIOR to sending revenue earned to the airport. Expenditure accounts will not be used for payment of this contract. This BAR is for accounting purposes to account for the inflow and outflow of expected money.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Kelly Bynon — 11/15/2023
Prepared By *{print name}* — Date

James Harris — Nov 16, 2023
Division Director Signature *{optional}* — Date

Layla Archuletta-Maestas — Nov 16, 2023
Layla Archuletta-Maestas (Nov 16, 2023 15:51 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Nov 16, 2023 16:54 MST)
Budget Officer — Date: Nov 16, 2023

Emily K. Oster
Emily K. Oster (Nov 16, 2023 17:42 MST)
Finance Director *{≤ $5,000}* — Date: Nov 16, 2023

City Manager *{≤ $60,000}* — Date

Item# 23-0689
Munis Contract#_____

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Vector Airport Systems LLC.** herein after referred to as the "Contractor", each a "Party" and collectively, the "Parties".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to Vector Airport Systems LLC. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform billing & collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)
01. PLANEPASS® Billing & Collection Service	22% of collected aircraft landing and parking fees as established pursuant to SFCC 1987 § 3-5.

The Parties estimate that aircraft landing fees at current levels of traffic on an amended fee schedule will generate approximately $1,090,000.00 per year, and parking fees will generate a further $603,000. The total compensation under this Agreement shall not exceed $1,341,000.00

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Contractor's fee is paid out of gross collections on behalf of City at the time of transfer of the "balance of collections" to City. "Gross collections" is defined as the net of the amount actually collected with standard accounting corrections. The "balance of collections" is defined as total net collections on behalf of City in a monthly collection cycle less the *PLANEPASS*® service fee, stated above in Paragraph 3. Per Exhibit A, the transfer of the balance of collections and Contractor's service fee will occur monthly by the 10th business day.

B. With the monthly transfer of each balance of collections, Contractor will provide an accounting statement sufficient to allow the City to verify gross collections and the *PLANEPASS*® service fees collected for that month. The City will have fifteen (15) days after receipt of each statement to approve the amount of the service fee. After fifteen (15) days, the statement is deemed approved. Subject to the provisions of Paragraph 17, the service fees collected become property of Contractor upon approval. If the City disputes the amount of the service fees, Contractor will make detailed records available to the City for inspection to determine the accuracy of the service fees, which the City shall determine to a reasonable degree of certainty according to the standards and practices of the accounting profession.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30, 2025**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **City Obligations**

6.1. **City Obligations - General:** City shall be obligated to use its best efforts to perform or provide the following:

6.1.1. **Provide Information:** City shall make available to Contractor any documents, data, or information necessary for Contractor to plan and provide the services described in this Agreement, and that are within City's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.

6.1.2. **Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this Agreement.

6.1.3. **Timely Response:** City shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to City for review by

Contractor and respond as necessary within a reasonable time.

6.2. **City Obligations - *PLANEPASS®***

6.2.1. **Financial Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS®* financial reports and interfacing with Contractor's *PLANEPASS®* team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.

6.2.2. **Exemption List:** City will provide Contractor with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by Contractor. City will provide updates to the exemption list on a monthly basis via email to datainput@vector- us.com City shall not bill "exempt" aircraft included on the exemption list for fee types managed by Contractor. "Exempt" is understood to mean not billed by any party.

6.2.3. **Parking Data Input:** City will provide aircraft parking data in a spreadsheet format defined by and acceptable to Contractor. Upon Agreement execution, the required spreadsheet fields are aircraft registration number, parking start date, parking end date, and airport; however, the required fields may change at a later date at Contractor's discretion. The data shall be provided monthly via email to datainput@vector-us.com.

6.2.4. **Payments Received by City:** City shall not accept payments for fees invoiced by Contractor. To ensure proper accounting, if City receives a payment on-site or electronically for an invoice generated by Contractor, City will either refund payments directly to payors or remit the funds to Contractor.

6.2.5. **Fee Types Managed by Contractor:** The specific aircraft operating fee types placed under Contractor's management via this AGREEMENT served as an inducement for Contractor to enter into this AGREEMENT and were integral in determining Contractor's fee for professional services. If during the Term or any Option Year City wishes to remove a fee type from Contractor's management, City shall request Contractor provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of Contractor, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to Contractor's service fee. If the parties are unable to produce

a mutually acceptable amendment, Contractor reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.

6.2.6. **Airport Policy:** City shall be responsible for setting City policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve Contractor Work in the performance of this AGREEMENT. Contractor accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the City. The City is responsible for communicating these policies to the

appropriate City stakeholders including the flying community.

6.2.6.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to datainput@vector-us.com at least sixty (60) calendar days prior to implementation.

6.2.7. **Authority to Bill & Authorization to Collect Documentation:** City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an "Authorization to Bill" letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an "Authorization to Collect" letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

6.2.7.1. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide the "Authority to Bill & Collect" letter on the webpage where fee information is displayed for public view. City may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

6.2.7.2. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide a link to Contractor's secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at https://payment.planepass.com. The portal* allows aircraft operators to:

1) Update contact information, including email or postal mail addresses
2) Process credit card payments
3) Enroll in electronic invoicing
4) View account history
5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

7. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, except as stated in Paragraph 6.2.4, if the Contractor fails to

meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

8. **Termination**

A. Termination for Convenience. Neither party may terminate this Agreement for convenience for the first two (2) years following the Agreement execution date. After two (2) years have elapsed, either Party may terminate this Agreement for convenience with ninety (90) days notice.

B. Termination for Cause; Notice; Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7 and 17, a Party seeking to terminate this Agreement for cause (the "terminating Party") shall give the Party in breach (the "breaching Party") written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the breaching Party's material breaches of this Agreement upon which the termination is based and (ii) state what the breaching Party must do to cure such material breaches. The terminating Party's notice of termination shall only be effective (i) if the breaching Party does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the breaching Party does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

2) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as reasonably determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Service Continuation and Wind Down. Upon and following the effective date of termination of this Agreement for any reason, Contractor shall:

1) Remit to the City all aircraft operating fees collected up to the point of effective date of termination, less Contractor's service specified in Paragraph 3.

2) Produce aircraft operating invoices for any as-yet not invoiced period. The final invoice period will be the last regular period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.

3) Continue customer service, payment processing, active collections, reporting, and remittance for four full-month periods after the Agreement termination effective date, making best efforts to maximize collections for previously invoiced periods. Contractor's ongoing service fee for stated in Paragraph 3 will apply to amounts collected during the four-month period after termination date.

4) After the four-month period stated in the above Paragraph 8(D)(3) has elapsed, discontinue all customer service and collection efforts and will refer all customer service calls to the City. As some aircraft operators may not comply with Contractor's instructions to pay City directly after continuation period has ended, Contractor will continue to passively allow payments to be made to its lockbox collections account and will continue to report and remit these payments to the City.

9. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

10. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

11. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

12. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

13. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

15. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

17. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option

to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

19. **Release**

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

20. **Confidentiality**

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

21. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

22. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

25. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

28. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2.By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

34. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

37. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as

requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
James Garduno, Project Administrator
City of Santa Fe
121 Aviation Drive, Santa Fe, NM 87507
505-670-3232
jdgarduno@santafenm.gov

To the Contractor:
Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive Herndon, VA 20170
patrick.hanney@vector-us.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive Herndon, VA 20170
patrick.hanney@vector-us.com

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 20, 2023

CONTRACTOR: Vector Airport Systems

PETER COLETON, PRESIDENT

DATE: _____
CRS# _____

Registration # _____

ATTEST:

Geralyn Cardenas (Dec 21, 2023 11:52 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/23 XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Oct 13, 2023 16:53 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 20, 2023 15:26 MST)

EMILY OSTER, FINANCE DIRECTOR

5450407.430500
5450407.430550 AH
AH

Org./Object

EXHIBIT A - Scope of Work ("WORK")

Contractor shall:
Provide the *PLANEPASS*® billing & collection service to manage the fees designated by the City:

- Landing fees adopted pursuant to SFCC 1987, § 3-5
- Parking fees adopted pursuant to SFCC 1987, § 3-5
- Other fees implemented by City, as requested in writing to Contractor by an authorized representative of the City
    - Contractor must agree in writing that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS*® service.
    - Other fees that require material changes to Scope of Work may require renegotiation and an amendment Contractor's fee stated in this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. ***PLANEPASS*® Billing & Collection Service:** Utilize *PLANEPASS*® service to provide billing services once an aircraft is identified.

    1.1. Provide exemptions for City-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
    1.2. Coordinate with City staff to ensure that invoices generated on behalf of the City are consistent with the City's existing billing rate and policies. Provide electronic access to Contractor's Customer Portal in order to allow City customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by Contractor.
    1.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
    1.4. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
    1.5. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
    1.6. Enable web-based access by City staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
    1.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
    1.8. Process check payments through a secure bank lockbox service with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the City in accordance with the Contractor service fee agreement outlined in the pricing section herein, no later than the 10th business day.
    1.9. Provide ongoing client and user support.

EXHIBIT B – Authorization to Bill Letter

DATE

Dear AIRPORT NAME Community,

Effective DATE, Vector Airport Systems ("Vector") assumed the billing and collection of landing fees on behalf of {AIRPORT NAME} (AIRPORTCODE). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

"Landing fees" is a commonly used term that refers to aircraft operating fees. Landing fees for AIRPORT CODE are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport's established Landing Fee schedule located at: _____. [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft's FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft's registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at https://payment.planepass.com.

- **Vector's self-service web portal* allows aircraft operators to:**

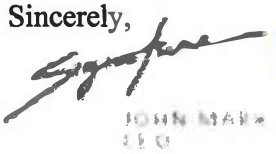
  1) Update contact information, including email or postal mail addresses
  2) Process credit card payments
  3) Enroll in electronic invoicing
  4) View account history
  5) Request copies of invoices via email or download Excel-formatted invoices
  The portal login is based on Vector invoice number and Vector operator ID

For billing questions or concerns, please contact Vector's *PLANEPASS®* billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

- *Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after Thanksgiving and Christmas Eve.*

The Airport's Administration Office staff may also be reached [*insert email*].

Sincerely,



[insert signature - preferably a cursive version of your wet signature]

EXHIBIT C – Authorization to Collect Letter

DATE

Dear AIRPORT NAME Aircraft Operator,

Since DATE, Vector Airport Systems ("Vector") has managed the billing and collection of landing fees on behalf of Airport Name ("CODE"). Vector is authorized to collect balances due on the Airport's behalf.

Airport Name ("CODE") is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. **How To Pay:** Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector- Airport Name
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector's *PLANEPASS*® Payment Portal: https://payment.planepass.com

II. **Billing Concerns & Account Management with Activity Details:**

Vector's *PLANEPASS*® Payment Portal (https://payment.planepass.com)* allows aircraft operators to:

1) Make credit card payments
2) Update account information including email and postal mail addresses
3) View airport fee structures, Authorization to Bill letters, and W9s
4) Enroll in electronic invoicing
5) View account history
6) View and download invoices as .csv files for use in MS Excel

**The portal login is based on your Vector invoice number and Vector operator ID.*

You may contact Vector at billing@vector-us.com or (888) 588-0028 Option 01 or Extension 700.

- o *Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.*

III. **Landing fees:** Landing fees for Airport CODE are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport's Administration Office at *[insert email]* and *[phone number]*.

Sincerely,

[insert personalized signature – this should be your unique personalized signature like this one.]

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204406 Procurement # (RFP/ITB# If any): _____

Contractor: Vector Airport Systems LLC

Procurement Method: *Small Purchase* *RFP* *ITB* *Sole Source* ☑ *GSA* *Cooperative* *Exempt*

Description/Title: General Services Contract with Vect\opr Airport Systems LLC

Contract: ☑ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: upon execution Term End Date: Three years from execution Total Contract Amount: $5,079,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease: Contract

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: _____

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

This contract will generate approximately $5,079,000 over three years at current levels of traffic. The City of Santa Fe will pay Vector 22% of aircraft landing and parking fees that Vector collected on the city's behalf.

3. Procurement History: sole source SS Must be posted for 30 days before the contract is valid.

_____ Nov 1, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. Funding Source: Parking Fees and Landing Fees collection from Vector **Org / Object:** 5450407/430500 / 430550 (Revenue)

Andy Hopkins (Nov 1, 2023 18:06 MDT) Nov 1, 2023

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): N/A

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: Kelly Bynon, Administrative Manager Phone #: 505.955.2909

To be recorded by City Clerk:

Clerk # _____

Email: kabynon@santafenm.gov

Date of Execution: _____

BQ ITT Director Nov 1, 2023

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vector Airport Systems LLC

Procurement Title: Contract

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☑ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☑

Department Requesting Airport Staff Name Kelly Bynon

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☒	☐	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☐	☑	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☐	☑	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Kelly Bynon	Administrative Manager	10/24/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	CPO	Nov 1, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date
Eric Candelaria (Nov 1, 2023 18:09 MDT)	ITT Director	Nov 1, 2023
ITT Representative (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

Signature:

Email: jdgunn@santafenm.gov

GB_LANDING FEE RENEWAL_VECTOR

Final Audit Report 2025-05-29

Created:	2025-05-28
By:	Kelly Bynon (kabynon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ1R5cQh61xIS_LTqo7dpcM1rHLu_uL_c

"GB_LANDING FEE RENEWAL_VECTOR" History

Document created by Kelly Bynon (kabynon@santafenm.gov)
2025-05-28 - 10:22:56 PM GMT- IP address: 63.232.20.2

Document emailed to jdgunn@santafenm.gov for signature
2025-05-28 - 10:25:10 PM GMT

Email viewed by jdgunn@santafenm.gov
2025-05-29 - 1:54:49 PM GMT- IP address: 63.232.20.2

Signer jdgunn@santafenm.gov entered name at signing as Jimmy Gunn
2025-05-29 - 1:56:18 PM GMT- IP address: 63.232.20.2

Document e-signed by Jimmy Gunn (jdgunn@santafenm.gov)
Signature Date: 2025-05-29 - 1:56:20 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-29 - 1:56:20 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico
Memorandum

DATE: May 28, 2025

TO: Governing Body
Finance Committee

VIA: Brian Moya, Fire Chief

FROM: Scott Ouderkirk, Assistant Fire Chief - Operations

ITEM AND ISSUE:
Request for approval of Amendment 1 - Whole Agreement – July 1, 2024 – June 30, 2027, between the City of Santa Fe and the Santa Fe Firefighters Association, International Association of Firefighters – Local 2059. (Scott Ouderkirk, Assistant Chief of Operations; (505) 955-3121; slouderkirk@santafenm.gov; Charles Gonzales, IAFF Union President – Local 2059; cmgonzales@santafenm.gov).

BACKGROUND AND SUMMARY:
The City of Santa Fe and the Union entered into a Collective Bargaining Agreement (CBA) effective July 1, 2025, through June 30, 2026. The only financial adjustment negotiated in this CBA was a 3% Cost of Living Adjustment (COLA).

Minimum staffing changes outlined in the agreement include the addition of one (1) additional ambulance (Med 44), one (1) brush truck (Brush 7), and one (1) Engineer position per shift. Additionally, two (2) Deputy Fire Marshal positions were created within the Fire Marshal's Office, classified at Pay Grade of F107.

The agreement also formalized the addition of Adjunct Instructors and removed the Critical Care Paramedic article, which had not been utilized or sought after in recent years. Several other changes were made to improve grammar and enhance clarity within our contract for improved operational effectiveness.

This agreement shall remain in full force and effect until June 30, 2027. Negotiations for Section III of the Agreement shall begin no later than October 1, 2025, for fiscal year 2025-2026, and no later than October 1, 2026, for fiscal year 2026-2027. Each negotiation cycle must be completed on or before December 31 of each respective year.

In addition, each party may open up to three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon the mutual agreement of both parties. Negotiations for a subsequent agreement shall begin no later than October 1, 2027, and be complete on or before December 31, 2027.

ACTION REQUESTED:
Respectfully requesting approval of Amendment 1 – Whole Agreement to the Santa Fe Firefighters Association, International Association of Firefighters – Local 2059 Collective Bargaining Agreement, covering the period from July 1, 2025, through June 30, 2027 in its entirety.

AMENDMENT NO. 1
TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SANTA FE AND LOCAL 2059 CITY OF SANTA FE FIRE DEPARTMENT EMPLOYEES, OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

THIS AMENDMENT is made and entered into as of this 25th day of June by and between the **City of Santa Fe**, a political subdivision of the State of New Mexico (hereinafter referred to as "the City") and Local 2059 City of Santa Fe Fire Department Employees of the International Association of Fire Fighters (IAFF) **(herein referred to as "the Union").**

WHEREAS, the City and the Union entered into the Collective Bargaining Agreement effective July 1, 2024, through June 30, 2027, and

WHEREAS, the Collective Bargaining Agreement allows for Negotiations of Section III of the Agreement to begin no later than October 1, 2024, with each party to open up a maximum of three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon mutual agreement of both parties; and

WHEREAS the Governing Body approved a budget allocation for fiscal year 2026 for IAFF Local 2059 negotiations of an amount equivalent to a 3% salary increase for IAFF Local 2059 bargaining unit employees earning less than $100,000 annually and a 1% salary increase for IAFF Local 2059 bargaining unit employees earning $100,000 or more annually; and

WHEREAS, fiscal year 2026 budget allocation for IAFF Local 2059 negotiations is available the first full pay period in July 2025; and

WHEREAS, both parties agree that IAFF Local 2059 employees should receive the allocated 3% or 1% salary increase for FY2026 effective July 5th, 2025; and

WHEREAS, both parties agree that IAFF Local 2059 shall adopt the position of Deputy Fire Marshal into the IAFF Local 2059 union effective July 5th, 2025; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 210-STAFFING LEVELS

In order to ensure the effective delivery of essential services as well as firefighter health and safety, the following staffing levels shall be maintained:

Shift:
The minimum staffing shall be Thirty-Nine (39) members per shift, not including any personnel under the Support Services Division and Battalion Chiefs.

Qualified Station Captains may work as an AIC BC. If there is mandatory Company Officer overtime they may be downgraded from AIC BC to that Company Officer position.

In the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, any related concerns shall be addressed to the Labor-Management Committee per Article 220.

Station:

Minimum staffing shall be Five (5) members per station with the exception of Station 10 (ARFF), which shall be staffed with a minimum of one (1) Station Company Officer, one (1) Engineer, and one (1) ARFF Active Personnel.

One (1) Captain shall be assigned to supervise each operational fire station. Stations may be supervised by a Lieutenant only in the event that either the captain assigned to that station is not at work or there is a vacancy in that assignment.

Apparatus:

1. In no case will staffing on any Type 1 Engine, Type 6 Engine, Ladder, Rescue, Medic unit, or Tender drop below Two (2) while available for an emergency call and being used as an independent resource.
2. Minimum staffing on a Type 1 Engine or Quint/Ladder may only be reduced to Two (2) personnel if personnel have already been re-

allocated from the brush truck first, then the Heavy Rescue.

3. Staffing of additional apparatus will only take place if forty-one (41) or more personnel are on duty.

Type 1 Engine and Quint/Ladder:
Each Type 1 Engine and Quint/Ladder shall be staffed with a minimum of Three (3) SFFD personnel: One (1) Engineer, One (1) Company Officer, and One (1) SFFD personnel.

Medic Unit:
Each Medic Unit shall be staffed with a minimum of Two (2) SFFD personnel, one of whom must be a licensed paramedic. Licensed Paramedics working in the classification of Captain, Lieutenant, Engineer, or Rescue Technician may be utilized as the only Paramedic on the unit as a voluntary assignment.

Rescue:
Each Rescue shall be staffed with a minimum of Two (2) Rescue Technicians, and One (1) SFFD personnel.

Hazardous Materials:
Staffed with a minimum of two (2) Hazardous Materials Technicians and one (1) SFFD personnel when staffed as an independent resource.

Crash Rescue Vehicle:
The Airport Crash Rescue Vehicle (ARFF) shall be staffed with a minimum of the FAA's Part 139 requirements.

Type 6 Engine:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Tender:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Brush Truck:
The Brush Truck shall be staffed with a minimum of two (2) SFFD personnel.

In the event minimum manning is below Thirty-nine (39), prior to 2200 hrs., the BC may outbound for a minimum of 45 minutes in an attempt to bring minimum manning back to Thirty-nine (39) as outlined in Article 330.

ARTICLE 215 – ARFF

ARFF (Aircraft Rescue and Fire Fighting) certified personnel will be divided into two categories: ARFF active and ARFF inactive.

ARFF active personnel will be FAA ARFF qualified. Only ARFF active members will be allowed to work at the Airport. One (1) Captain, one (1) Engineer, two (2) shift engineers, two (2) Lieutenants, and three (3) Firefighters with 3 years of service or greater per shift will be ARFF active.

Selection for ARFF active positions will be made as follows:

1. Any firefighter with three (3) years of service or greater may volunteer to be made ARFF active. If more than 9 members volunteer, then selection will be based on seniority. When a member volunteers, they will be placed at ARFF for a minimum of 1 year, or until they promote as outlined in Article 340.

2. If fewer than nine (9) volunteers in the position of Firefighter with three (3) years of greater are identified, then Firefighters with two (2) years or more of experience, Engineers, Paramedics, and Rescue Technicians will be allowed to volunteer to participate in ARFF qualification. If these volunteers are used, the following with apply:

    a. Preference will be given to classified firefighters. If there is still not enough participation to ensure adequate coverage, volunteers from the positions of Paramedic, Engineer, and Rescue Technician will be allowed to participate based upon seniority, with no more than one (from all three positions combined) allowed per shift.
    b. When the member assigned to cover Station 10 is a classified Paramedic, Engineer, or Rescue Technician and overtime is needed in one of those positions during the shift, that individual may be kept at Station 10 rather than moved into a spot elsewhere in the City.

3. If no volunteers are found, then the Firefighters with (3) three years or greater may be assigned to ARFF based on reverse seniority. The three ARFF active Firefighters will be rotated fairly in and out of ARFF.

All ARFF active personnel shall be allowed to trade as outlined in article 213 unless at the time of the trade overtime is created. In this case the trade must be completed with another ARFF active member.

ARTICLE 231 - ADJUNCT INSTRUCTOR

Adjunct Instructors may be utilized for the following but not limited to: Firefighter Academies, Lateral Firefighter Academies, Promotion Classes, Hazmat Classes, EMS Classes, New Equipment Introduction, Specialized Trainings.

Adjunct Instructors shall be selected by the Training Officer. Any member interested in becoming an adjunct instructor shall submit a letter of interest to the Training Officer. The list shall be submitted to the Fire Chief for approval.

- Adjunct Instructors with potential to be the lead instructor shall have IFSAC Instructor I (2027 on) and meet the requirements for the job classification in which they are instructing.
- The Training Officer shall select the Adjunct Instructor for each assignment.
- Adjunct Instructors shall reserve the right to turn down an assignment requested by the Training Officer.
- The Training Officer shall have the right to remove any Adjunct Instructor from the list.
- In exigent circumstances where an Adjunct Instructor cannot be furnished from the list, the Training Officer reserves the right to ask any qualified personnel to fulfill the duties of Adjunct Instructor.

Adjunct Instructors may be utilized for the duration of the assignment.

ARTICLE 232-TRAVEL

All required documentation must be submitted to the Fire Chief twenty (20) business days prior to the class, seminar, or conference for which travel is necessary. The Employer shall provide a suitable City vehicle for members to travel to classes, seminars, or conferences outside Santa Fe city limits scheduled and approved by the Employer.

ARTICLE 305-SICK LEAVE ACCRUAL & USE

Accrual

All employees covered by this contract working non-twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

00-01 year of service - 72 hours per calendar year.
01-05 years of service - 97 hours per calendar year.
05-10 years of service - 112 hours per calendar year.
10-15 years of service - 128 hours per calendar year.
15-20 years of service - 144 hours per calendar year.
20+ years of service - 159 hours per calendar year.

All employees covered by this contract working Twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

00-01 year of service - 134 hours per calendar year.
01-05 years of service - 156 hours per calendar year.
05-10 years of service - 182 hours per calendar year.
10-15 years of service - 208 hours per calendar year.
15-20 years of service - 234 hours per calendar year.
20+ years of service - 260 hours per calendar year.

All personnel are recommended to have the following hours saved in their personal sick leave accruals:

1. Non-twenty-four (24) hours shift employees – 80 Hours
2. Twenty-four (24) hours shift employees – 96 Hours

Acceptable Use

Sick leave use shall include any period of approved absence with pay from regularly scheduled work resulting from:

1. An employee having an illness or injury which renders the employee unable to perform their duties
2. An employee having a medical examination, consultation, or treatment by a licensed practitioner
3. An employee/s immediate family member or significant other requiring the employee's presence because of injury, illness, medical treatment, or death.

If an employee has used sick leave for any other reason not defined by the city Rules and Regulations 13.30C, disciplinary action may be taken in accordance with Article 202, Discipline/ Corrective Action and Discharge.

Use of Sick Leave

A Twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of Telestaff or contact with an on-duty Battalion Chief prior to 0700 in the morning using the following guidelines:

1. Employees who request sick leave, using Telestaff, shall place themselves on sick leave from 0800-1600 (8-hour block), 0800-2000 (12-hour block), or from 0800-0800 (48-hour block). If the employee will be at work on the second day, they must have a verbal conversation with the on-duty Battalion Chief(s) prior to 2000 on the first shift to cancel the sick leave.
2. Employees who are not on duty the first Twenty-four (24) hour shift of the tour for any other reason and wishes to request sick leave for the second Twenty-four (24) hour shift of the tour shall have a verbal conversation with the on-duty Battalion Chief(s) prior to 0700 of the first shift.
3. In the event the on-duty Battalion Chief(s) cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot be reached, the employee will contact the Assistant Chief of Operations.

Sick leave changes will be noted on Telestaff within the hour.

A non-twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of the city's timekeeping/ payroll system and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift using the following guidelines:

1. Any employee shall request sick leave by either use of Kronos and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift.
2. In the event the employee's Direct Supervisor cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot reach, the employee will contact the Assistant Chief of Support Services.

Sick leave changes will be noted on the city's timekeeping/ payroll system within the hour.

Any employee wishing to provide a physicians' statement can do so. This physicians' statement shall be turned into the Health and Safety Officer and kept in the employee's confidential file. Details of the physicians' statement shall not be discussed with anyone other than the employee and the Health and Safety Officer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which their years of tenure are counted shall be the first day of the first complete calendar month worked.
2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than Twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of Thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the pay period immediately following completion of the required total length of service.

Upon death of an eligible employee, compensation for unused total sick leave shall be payable to the employee's estate. Any eligible employee who is terminated or resigns forfeits all accrued sick leave.

ARTICLE 311-EDUCATIONAL LEAVE

The Employer agrees to grant up to six (6) hours per week to allow employees to attend "for credit" courses that are scheduled during normal working hours.
Educational Leave shall not be deducted from the requesting member's Annual or Sick Leave but shall not be considered hours worked.

Educational Leave shall be used for time spent either in class or traveling to and from the educational institution.

Requests for Educational Leave shall be accepted once the vacation selection process for the coming year has been completed, or January 1 of that year, whichever comes first. Educational Leave shall be approved on

a first-come, first served basis. In the event that requests for the same period of Educational Leave are received on the same day, the Battalion Chief shall award leave to the Employee with the most departmental seniority first.

For staffing purposes only, Educational Leave shall be treated as Annual Leave and approved according to the guidelines established in Article 302 - Annual Leave Accrual and Use under the "Vacation Selection" and "Annual Leave/Personal Holiday Time Use" headings:

The Employer shall ask the employee to present proof of their enrollment in classes (i.e., a course schedule) for which they are requesting Educational Leave.
Employees who enroll in such classes are required to have such proof available prior to requesting Educational Leave.

ARTICLE 314-HONOR GUARD/ PIPES & DRUMS

The Employer shall grant on-duty Honor Guard and/or Pipes & Drums members Training Leave and grant off-duty members overtime when participating in an event requested by either management or The City of Santa Fe. All members shall be placed in Telestaff for staffing purposes.

The Employer agrees to grant Union Leave to on-duty members participating in an approved event not requested by management. The number of members shall not exceed eight (8) off per day. The Fire Chief may increase the number of members off at their discretion.

The Employer agrees to allow the use of the SFFD Class-A uniform to members of the Honor Guard participating in an event.

The Employer agrees to allow the use of the modified SFFD Pipes & Drums Class-A uniform to members of the Pipes & Drums band participating in an event.

The Employer agrees to allow the use of SFFD vehicles to members of the Honor Guard and/or Pipes & Drums if available.

Any member working overtime for a member of the Honor Guard and/or Pipes & Drums shall be compensated for a minimum of four (4) hours.

ARTICLE 335-FIRE INSPECTORS DEPUTY FIRE MARSHALS STANDBY COMPENSATION

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive Twenty-four (24) hours pay at their regular base rate for each seven (7) day period. Assignments shall be in seven (7) day increments. The Fire Inspector or Deputy Fire Marshal assigned to the seven (7) day standby status may be assigned a take-home vehicle to use during the standby status.

Fire Inspectors or Deputy Fire Marshals who have completed their work shift and have gone home and then are called out to return to work shall receive a minimum of two (2) hours' pay.

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive four (4) additional hours pay at their regular base rate for each holiday falling within the assigned seven (7) day period.

This Article does not apply to Fire Inspectors or Deputy Fire Marshals who are scheduled to work Twenty-four (24) hour shifts.

ARTICLE 340-PROMOTIONAL POLICY

SECTION 1 - INFORMATION BY POSITION

General

- Years of service and years of experience are both a cumulative assessment
- Position Task Books have no expiration
- The "requirements for testing" are those things a member shall be due to be eligible for a testing process.
- The "qualifications for position" shall be obtained within a reasonable timeframe to perform in the position effectively once promotion has been appointed.
- If a member is offered a promotion and declines, the individual will move to the bottom of the promotional list.

Firefighter I

Years of Service: 1

- Current Position: Firefighter Trainee
- Requirements:
    - Cadet academy and probation

- Completed FFI Task Book
- Testing Process: Successful completion of the Santa Fe Fire Department recruit academy and follow-up test out procedures shall indicate eligibility for the positions of Firefighter I.

Firefighter II

- Years of Service (In Current Position): 2 (1)
- Current Position: Firefighter I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Paramedic I

- Years of Service: 2
- Current Position:
  - If being hired as a licensed Paramedic: Firefighter Trainee
  - To be eligible for Paramedic School: Firefighter II and hold an AEMT License
- Requirements:
  - NM Paramedic License
  - Firefighter I requirements
  - Completed Paramedic Position Task Book: Task Book shall be opened a minimum of eight (8) months prior to testing, with continuous work done up until testing for Paramedic School.
- Testing Process:
  - For paramedic cadets: shall be tested throughout their academy for proficiency in Paramedic skills.
  - For members who have successfully completed all entrance requirements and been accepted to or are on a list of alternates for paramedic school: Shall consist of a practical evaluation and interview/ review panel.
- Qualifications for position: Candidates shall not be moved to the Paramedic I pay scale until they have completed all requirements for Paramedic licensure.
- In Exigent circumstances (i.e. Paramedic shortage), the "year of service" requirement may be reduced to one (1) year with approval from the LMC through a MOU.

Paramedic II

- Years of Service (In Current Position): 5 (3)
- Years of Service for members hired as Paramedic Firefighter Trainee (In Current Position): 4 (3)
- Current Position: Paramedic I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Rescue Technician

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
    - Rescue Operations
    - IFSAC Fire Apparatus: Driver (2026 on)
    - Completed Rescue Technician Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall not be used as a Rescue Technician until they have successfully completed the following:
    - Confined Space Technician
    - Rope Rescue Technician

Shift Engineer

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
    - IFSAC Fire Apparatus: Driver
    - IFSAC Fire Apparatus: Pumper
    - Completed Engineer Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete an Engineer Mentorship before working in the promoted position.

Engineer

- Years of Service: 4

- Current Position: Shift Engineer
- Requirements for testing: No further requirements.
- Testing Process: When a permanent station engineer assignment becomes available, a Shift Engineer shall be given an assignment without competition in the order they were promoted.

Inspector I

- Years of Service: 4
- Requirements: No further requirements.
- Current Position: Any recognized position.
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualification for position: Candidates shall successfully complete the following within six (6) months:
    - IFSAC Fire Inspector
    - Apply for ICC Inspector I
- Qualification for Position: Candidates shall successfully complete the following within one (1) year:
    - Fire Origin & Cause
    - IFSAC Fire Investigator

Inspector II

- Years of Service {In Current Position): 4 ½ (½)
- Current Position: Inspector I
- Requirements:
    - IFSAC Instructor I
- Testing Process: There shall be no testing process.
- Qualification for position: Candidates shall successfully complete the following within one (1) year:
    - ICC Fire Inspector II

Deputy Fire Marshal

- Years of Service (In Current Position): 8 (2)
- Current Position: Inspector II
- Requirements for Testing:
    - IFSAC Fire Officer I (2026 on)

        - Individuals promoted in 2025 shall obtain Fire Officer I before 2027
    - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 – Intro to Fire and EMS Supervision and Management
    - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - ICS 300
    - ICC Certified Fire Plans Examiner

Lieutenant

- Years of Service (In Current Position): 6 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, EMS Captain, Health and Safety Captain, or Training Captain
- Requirements for testing:
    - Q0464 - ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 – Intro to Fire and EMS Supervision and Management
    - Q0297 - Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
    - Rescue Operations
    - IFSAC Fire Apparatus: Driver
    - IFSAC Fire Apparatus: Pumper
    - IFSAC Instructor I
    - IFSAC Company Officer I
    - Completed Lieutenant Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete a Company Officer Mentorship before working in the promoted position.
- Qualifications for position: Candidates shall successfully completed the following within one (1) year:

- FAA ARFF Active
- ICS 300

Captain

- Years of Service: 8
- Current Position: Lieutenant
- Requirements for testing:
  - Completed Captain Position Task Book
- Testing Process: Shall consist of a practical evaluation and an interview/ review panel.

Training Captain

- Years of Service (In Current Position): 8 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, EMS Captain, Health and Safety Captain, or Captain.
- Requirements for testing:
  - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 – Intro to Fire and EMS Supervision and Management
  - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
  - Rescue Operations
  - IFSAC Fire Apparatus: Driver
  - IFSAC Fire Apparatus: Pumper
  - IFSAC Instructor I
  - IFSAC Company Officer I
  - Completed Training Captain Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
  - ICS 300
  - IFSAC Instructor II
  - FDSOA Incident Safety Officer (2026 on)

Health and Safety Captain

- Years of service (in Current Position): 8 (2)
- Paramedic I or Paramedic II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, Captain, EMS Captain, or Training Captain.
- Requirements for testing:
    - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 – Introduction to Fire and EMS Supervision and Management
    - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
    - IFSAC Fire Apparatus: Driver
    - IFSAC Fire Apparatus: Pumper
    - IFSAC Instructor I
    - IFSAC Company Officer I
    - Rescue Operations
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - ICS 300
    - IFSAC Instructor II
    - FDSOA Incident Safety Officer

EMS Captain

- Years of Service (In Current Position): 8 (2)
- Years of Service as a classified Paramedic: 3
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Lieutenant, Captain, Health and Safety Captain, Deputy Fire Marshal, or Training Captain.
- Requirements for testing:
    - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 - Introduction to Fire and EMS Supervision and Management
    - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
    - IFSAC Fire Apparatus: Driver (2027 on)
    - IFSAC Fire Apparatus: Pumper (2027 on)
    - IFSAC Instructor I
    - IFSAC Company Officer I

- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - ICS 300
    - FDSOA Incident Safety Officer
    - Must obtain and maintain FP-C or CCP-C
    - Must obtain and maintain BLS, ACLS, and PALS Provider or Instructor card

SECTION 2 PROMOTIONAL TESTING PROCESS

Minimum Shift Complement

Promotions will fill the following field staff positions on each shift, which shall constitute the Minimum Shift Complement:

- Six (6) Captains
- Two (2) Lieutenants
- Six (6) Engineers
- Two (2) Shift Engineers
- Four (4) Rescue Technicians

As stated in Article 210, "in the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, changes to the minimum shift complement will be addressed in Labor Management Committee or negotiations. A vacancy shall be defined as a position that does not have an appropriately classified member assigned to it. Whenever a vacancy puts a shift below Minimum Shift Complement, the Fire Chief or their designee shall immediately promote personnel from an existing respective eligibility list to fill any such vacancy, or initiate scheduling of testing as described below.

Scheduling of Testing

When a vacancy exists and there is no current eligibility list for that classification, the scheduling of additional promotional testing will be decided by mutual agreement of both parties in the Labor-Management Committee per Article 220. Members must have a minimum thirty (30) days' notification in advance of any such additional testing.

At minimum, promotional testing for the position of Lieutenant shall take place annually in October.

Announcement

Advertising All positions for which a testing process is required shall be advertised within the City of Santa Fe Fire Department. The announcement shall be posted and applications accepted for not less than fourteen (14) calendar days.

Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications. The Human Resources Department shall notify all applicants of their eligibility for testing after application reviews.

Written Test

A written test shall be a validated multiple-choice test administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor.

The candidate's test score shall be the total percentage of correct answers.

The Employer shall post a current list of reference material from which all written examination questions will be derived. If the Employer wishes to add to, amend, or remove any of the reference material utilized to generate a written examination, they must give six (6) months' notice prior to administering any such written examination.

Practical Evaluation

Shall be developed and administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor. ALL testing will be approved by City of Santa Fe Human Resources prior to the start of the testing process.

Practical Evaluations may include:

- Oral presentations
- Practical skills demonstrations
- Assessment centers

Candidates shall be provided with a list of skills to be evaluated at the time they are notified of their eligibility.

Interview/ Review Panel

Shall consist of both management and union members. The Fire Chief shall select one (1) Assistant Chief, and one (1) Battalion Chief level position for the panel. The Union President shall select one (1) individual in the rank of the position being tested for, one (1) individual in the rank of the position being tested for or higher, and one (1) union representative. The union representative is not to evaluate/score the candidates. The union representative is to ensure transparency and fairness in the testing process.

The interview questions for Engineer, Rescue Technician, Lieutenant, and Captain shall be developed by a Battalion Chief assigned by the Assistant Chief of Operations.

The interview questions for Training Captain shall be developed by the Training Officer.

The interview questions for Paramedic School and EMS Captain shall be developed by the Medical Officer.

The interview questions for Fire Inspector I and Deputy Fire Marshal shall be developed by the Fire Marshal.

The interview questions for Health and Safety Captain shall be developed by the Health and Safety Officer.

The panel shall be limited to reviewing only the Candidate's Training File and Personnel File located at Fire Station #1.

Passing Score

The minimum passing score on a written test shall be eighty (80%) with the written test being pass or fail. Candidates shall pass the written test to perform in the practical evaluation.

The minimum passing score on the total practical evaluation shall be eighty percent (80%) with the practical evaluation being pass or fail.

The minimum passing score on the interview/ review panel shall be eighty percent (80%).

A candidate may be provided up to two testing opportunities to pass a promotional test per year, but only if the scheduling of additional promotional testing is warranted as described within this article.

Eligibility Pool

All candidates who pass the required promotional testing shall be placed in the eligibility pool. The Fire Chief or designee shall notify all candidates that they have moved into the eligibility pool within five (5) days of receiving the results. The Eligibility Pool shall be effective until it is exhausted, or from the last day of the previous month from when it was created.

The interview/review panel shall provide a list of the top three (3) candidates in the eligibility pool after the promotion(s) have been filled.

Candidates who fail any portion of the testing process or are not recommended for promotion shall not be placed in the eligibility pool.

Promotions

The Fire Chief shall utilize the eligibility pool and the recommendation from the interview/ review panel when selecting personnel for promotion and factors such as leadership style and qualities, team fit, team dynamics specialized skills, operational needs, experience, recent performance, or other job-related factors.

Promotions shall be effective no later than the first day of the first full pay period after a vacancy has occurred. The Fire Chief shall document the reasons for all final selections.

If a vacancy occurs ninety (90) days after the last interview/review panel, the Fire Chief shall utilize the eligibility pool to conduct an interview/review panel for the open vacancy as long as the eligibility pool is still active. Whenever a new vacancy occurs, and the eligibility pool is not active or expired, the Fire Chief shall conduct a new testing process.

Qualifying for Position

All promotions are probationary and contingent upon the member qualifying for the position as described in Section 1 of this Article. Failure to qualify for the position will result in the member being demoted to the position that they held immediately prior to the promotion offers. Failure can occur due to the following reasons:

1. Denying or missing the opportunity to take a course required within this article when given the opportunity to do so by the city.
2. Failing a course required within this article.
3. Not completing a requirement within this article when given the opportunity to do so by the city.

Feedback

Candidates shall be given the opportunity to review the following from the testing process:

- Written score
- Comments from the evaluators on the practical evaluation
- Comments from the interview/ review panel
- Opportunity to meet the Chiefs from the interview/ review panel and or Fire Chief

ARTICLE 362-COST OF LIVING ADJUSTMENT (FISCAL YEAR 2025/2026)

All bargaining unit members shall receive a three percent (3%) salary increase to their base salary effective the first full pay period of July 2025.

ARTICLE 370 PAY – PLAN
TO BE UPDATED AND ADDED BY HR.

All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced, or amended by Amendment No.___ shall remain in full force and effect.

IN WITNESS THEREOF, the parties have signed their names and affixed the signatures of their authorized representatives this _____.

Alan Webber, Mayor	**Date**
Emily Oster, Finance Director	**Date**

ATTEST:

Geralyn Cardenas, City Clerk	**Date**

APPROVED AS TO FORM:

christopher W. Ryan christopher W. Ryan (Jun 2, 2025 18:09 MDT) **Chris Ryan, Assistant City Attorney**	06/02/2025 **Date**

Santa Fe Firefighters Association – IAFF Local 2059

Charles Gonzales (Jun 3, 2025 09:12 MDT) **Charles Gonzales, President**	06/03/2025 **Date**
Derrek Cowell (Jun 3, 2025 09:11 MDT) **Derek Cowell, Secretary**	06/03/2025 **Date**

AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE FIREFIGHTERS ASSOCIATION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - LOCAL 2059

Whole Agreement in Effect
July 1, 2024, through June 30, 2027
Year Number 2 of Whole Agreement

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SECTION 1

ARTICLE 101 - PREAMBLE

This Agreement is entered into by and between the City of Santa Fe hereinafter referred to as the Employer, and the Santa Fe Firefighters Association, Local 2059, International Association of Fire Fighters, hereinafter referred to as the Union.

The purpose of this Agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto Believe and affirm will assure the welfare and benefit of the people of the City of Santa Fe.

ARTICLE 102-RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. The classified positions covered are Firefighter I, Firefighter II, Engineer, Rescue Technician, Fire Inspector I, Fire Inspector II, Paramedic I, Paramedic II, Lieutenant, Captain, Training Captain, EMS Captain, Deputy Fire Marshal, and any other positions created during the term of this agreement that will be mutually agreed upon for inclusion in the bargaining unit.

The Union and the Employer mutually agree that, for the purposes of this Agreement, Engineer refers to all Engineers, whether station or shift Engineers.

ARTICLE 103 - RULES AND REGULATIONS

The following rules and regulations as they now exist, or as they may be amended through the process prescribed in Article 220, shall be considered a part of this agreement unless superseded by any provisions of this agreement:

1. City of Santa Fe Human Resources Department Rules and Regulations that address the working conditions of Fire Department employees and are in effect on the date this agreement is signed by both Union and the Employer.
2. Job specifications that cover classified positions represented by the Union.
3. Santa Fe Fire Department Standard Operating Procedures, Standard Operating Guidelines, and/or Rules and Regulations that address working conditions and are in effect on the date this agreement is signed by both Union and Management shall remain in effect subject to review and revision by the Labor and Management Committee.

ARTICLE 104 - EXISTING CONDITIONS

Working conditions or benefits that have not been the subject of collective bargaining but exist on the effective date of this agreement shall not be changed prior to the Labor Management Committee meeting and conferring on the proposed change(s) as outlined per Article 220.

ARTICLE 105 PROBATIONARY PERIOD

The probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to six (6) months, due to work-related performance or work-related injury.

ARTICLE 110-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, ancestry, age, sexual orientation, gender identity, marital or veteran status, membership in social and fraternal organizations, disability, or any other group protected by local, state, or federal law.

ARTICLE 111-UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for activity on behalf of our membership in the Union.

ARTICLE 112-UNION BUSINESS

Union Officers
Union Officers (President, Vice-President, Secretary, and Treasurer) shall be granted Union Administrative Leave during their scheduled working hours to conduct general Union business. Union business shall include participation in the following:

- Business regarding the administration of this Agreement
- Meetings of/with the City of Santa Fe
- Union General Meetings
- Executive Board Meetings
- Political Activity
- Honor Guard Events

Officers shall be restricted to a total of six hundred twenty-four (624) hours of Union Administrative Leave per fiscal year. Once these hours have been exhausted, officers shall not be granted Union Administrative Leave without the approval of the Fire Chief.

Hours shall be deducted from the allotted total only in those instances when use of Union Administrative Leave requires the hiring of overtime.

Union Officers shall request leave through Telestaff or direct contact with an on-duty Battalion Chief as far in advance as possible, and no less than six (6) hours prior to being released from the work site. No more than two (2) Union Officers shall be allowed to leave the work site for any given meeting or business event.

Union Administrative Leave may be granted to other members at the request of the President (or their designee) pending approval from the Fire Chief (or their designee).

Negotiations
Members representing the Union at the negotiating table shall be released from duty or compensated in the following manner:

- On-duty Negotiating Team members shall be assigned for all negotiating sessions mutually set by the Employer and the Union.
- Union Negotiating Team members who are present at a negotiating session but not scheduled to work on a date mutually agreed upon by the Employer and the Union shall be compensated at straight time.
- No more than five (5) members of the Union negotiating team shall be released from duty or compensated for anyone negotiating session.

Disciplinary and Grievance Proceedings
Adequate hours will be granted to on-duty members representing the Union in any disciplinary proceedings. Off-duty members representing the Union shall be compensated at straight time. No more than two (2) Union representatives shall be allowed to leave the work site for any given grievance.

LMC and LMC Sub-committees
Adequate hours will be granted to on-duty members representing the Union in any LMC or LMC Sub-committee proceedings. Off-duty members representing the Union shall be compensated at straight time.

ARTICLE 115-UNION USE OF CITY FACILITIES

Fire Department facilities will be made available for union meetings when available. The readiness of the Department to respond to emergencies shall not be compromised during any meeting.

ARTICLE 116-BULLETIN BOARD SPACE

The Employer shall provide a bulletin board or adequate bulletin board space at each fire station for the exclusive use of the Union.

ARTICLE 117-PRINTING AND SUPPLYING AGREEMENT

Twenty-five (25) documents containing the entire text of this Agreement shall be printed by the Employer and distributed to the bargaining unit within fifteen (15) calendar days of the effective date of this Agreement. Additionally, the Employer shall make available the entirety of this Agreement in a digital form which shall be distributed to each bargaining member within the Union.

When necessary, the Employer shall arrange for a special printing of this Agreement to accommodate employees with disabilities. Special printings shall include but are not limited to audio recordings of the text, Braille printings and large text printings. The Employer shall cover the cost of printing this Agreement and any subsequent amendments or Memorandums of Understanding.

ARTICLE 120-DUES DEDUCTION

The Employer agrees to deduct biweekly (26 times per year) dues and assessments in an amount certified by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made, or who are required by this contract to submit to such deductions. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. The Employer shall provide a dues deduction letter provided by the Union in all newly hired employee packets. All signed dues deduction letters shall be returned to the Union Treasurer.

ARTICLE 125-MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the Employer retains the exclusive right to:

1. Direct employees and evaluate their performance.
2. Determine the location and operation of its facilities.
3. Determine the standards for work, hiring, promotion, transfer, assignment, and retention of employees in positions.
4. Determine scheduling necessary to carry out the Employer's functions.
5. Relieve an employee from duties because of a reduction in force or for just cause.
6. Determine methods, means, equipment, and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the missions of the Employer in cases of emergencies; and act in furtherance of all other duties and responsibilities set forth in the constitution, federal, state statutes, administrative regulations, and executive orders of the Governor, as well as the City Rules and Regulations.

ARTICLE 130-EMERGENCY EMPLOYEE

The Employer will make every effort to utilize its employees to perform all work, but the Employer reserves the right to utilize emergency employees as follows:

1. Emergency employees shall be utilized for entry level, non-bargaining unit positions only in those circumstances where no qualified candidate for a position is available.
2. The emergency employee meets all applicable job requirements.
3. The emergency employee may be converted to a classified employee within ninety (90) calendar days.

ARTICLE 131-CONTRACTING OUT

The intent of the Employer to utilize contract workers will be for projects that the parties mutually agree:

A. Require expertise not available in the Fire Department or with laid off employees and expertise that cannot be accomplished by training bargaining unit employees in an acceptable time frame or cost.

B. This language excludes non-recurring professional services contracts for less than $25,000.00.

The Employer and the Union shall meet and confer whenever the Employer initiates the planning process to utilize contract workers. The Employer shall provide written justification and economic analysis for discussion purposes. If not mutually agreed to, The Union reserves the right to file a grievance. The decision to contract out will be made by the Governing Body of the Employer.

ARTICLE 132-STRIKE

No public employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage or support a public employee strike. No public employer shall cause, instigate or engage in any public employee lockout pursuant to (Article 7E Public Employee Bargaining [10- 7E-21]).

ARTICLE 133-VOLUNTEERS

The Employer agrees not to use volunteers in lieu of existing or future Union members. It is further agreed that no new volunteer positions will be created.

ARTICLE 134-LAYOFF

In the case of a reduction in force, affected employees and the Union shall receive written notice six (6) weeks in advance. Employees with the least seniority in the Fire Department shall be laid off first and their names shall be placed on a recall list.

ARTICLE 135-RECALL

No new employees shall be hired until all laid-off employees on the recall list have been given the opportunity to return to work. Names on the recall list shall remain valid for two (2) full years and employees shall be recalled from the list in order of seniority. Recalled employees shall give notice of acceptance or refusal within five (5) business days of notification; if accepted, they shall report for work within twenty (20) business days of notification; if declined, their name shall be removed from the list. The employer will make classroom training available, at no cost, for laid-off employees to maintain their certification if they so desire. Classroom training deemed required/necessary by the Employer and this agreement before returning to active status will be compensated at the recalled employee's projected rate as stated in Article 370.

ARTICLE 136-RETIREE REHIRE

The Union and management agree that the rehiring of retired Santa Fe Fire Department employees is an area of mutual concern. We agree that issues of employee seniority, leave accrual and usage, promotional policies, and pay grade are to be discussed by LMC and made a part of this contract via a memorandum of understanding prior to the rehire of any said employees.

ARTICLE 140-SUCCESSORS

This Agreement shall be binding upon the successor and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 141-SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by any court of competent jurisdiction, the validity of the remaining portions shall not be affected. If any provision of this Agreement, or any application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 143-DOMESTIC PARTNERSHIP

The definition of a domestic partner shall be referenced to Policy Number 2500-5-2 of the City of Santa Fe Administrative Manual. Members that meet the definition of domestic partners shall receive all the benefits of this agreement. The employer and union agree that all benefits awarded to married couples shall be granted to employees in a recognized domestic partnership as defined in the City of Santa Fe's Benefits policy.

ARTICLE 150-DURATION OF THE AGREEMENT

This agreement shall remain in full force and effect until June 30, 2027.

Negotiations of Section III of the Agreement shall begin no later than October 1, 2024, for fiscal year 2024-2025, and no later than October 1, 2025, for fiscal year 2025-2026 with each negotiations cycle being complete on or before December 31 of each year. In addition, each party may open up a maximum of three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon mutual agreement of both parties.

Negotiations for a subsequent agreement shall begin no later than October 1, 2026, and be complete on or before December 31, 2026.

Any provision of this Agreement between the City of Santa Fe and the Santa Fe Firefighters Association that requires the expenditure of funds is contingent upon the specific appropriation of funds by the Governing Body and upon the availability of funds.

SECTION II

ARTICLE 201-GRIEVANCE PROCEDURE

Grievances shall be limited to alleged contractual violations or misapplication or misinterpretation of any provisions of this Agreement.

Informal Resolution
The parties are encouraged to resolve matters at the lowest possible level prior to escalating a grievance through the formal grievance procedure. The matter may be brought to the LMC prior to resorting to the following resolution steps.

Formal Resolution
Grievances may only be filed on behalf of an individual employee or group of employees covered by this Agreement, or the Union as the exclusive representative.

An individual employee may not invoke or file a grievance under this article.

All formal grievances shall be filed in writing and shall contain the following:

1. The name and classification of the affected employee
2. The date and time the alleged incident or violation took place
3. A clear and concise statement of the grievance
4. The specific section or sections of this Agreement the affected Member contests have been violated
5. The specific section or sections of this Agreement the Union contests have been violated
6. The relief sought

Step 1:
If a mutually agreed upon solution is not reached through informal resolution, the Union may submit a formal grievance to the Fire Chief within ten (10) business days. The Fire Chief shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step 2.
If the Fire Chief determines that a grievance has been filed in response to an alleged violation, misapplication, or misinterpretation of this agreement by Management outside of the Fire Department, the Fire Chief shall forward the grievance to the City Manager and the process shall immediately move to Step 2.

Step 2:
The grievance may be filed with the City Manager within ten (10) business days after the time for response from the Fire Chief. The Union shall submit the grievance to the City Manager in writing. The City Manager shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Union (but not by the individual employee) as per Article 203 within twenty (20) business days after the time for response of the City Manager.

Miscellaneous
Once a grievance has progressed to Step 2, recording devices may be used by either party participating in a grievance proceeding provided the other party has been given written notification three (3) business days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.

If the Employer fails to respond within the designated time limits, the grievance shall move to the next step in the grievance process. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at the member's own cost.

A grievance may be withdrawn by the Union at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the ability to grieve of grievances.

ARTICLE 202-DISCIPLINE/CORRECTIVE ACTION AND DISCHARGE

Discipline/Corrective Action or discharge shall only be for just cause. All disciplines shall be held in the strictest confidence.

The primary purpose of this is to train or correct performance or behavior that is below standards or that is contrary to the Employer's legitimate interests.

Discipline/Corrective Action shall be progressive and will consider the following courses of action: A. Informal Counseling:

A. supervisor may initiate an informal counseling session at their discretion. Any written communications shall be kept between the supervisor and the employee and will detail both the infraction and the recommended remedial actions. These may be material in any subsequent Disciplinary/ Corrective Actions involving the employee.
B. Oral Reprimand
C. Written Reprimand
D. Suspension
E. Disciplinary Demotion
F. Termination

Because of the serious nature of some infractions, a more severe form of discipline, including dismissal, may be appropriate without first having imposed a less severe form of discipline.

Informal Investigations

1. To initiate a disciplinary/corrective action, the supervisor shall conduct an Informal Investigation. The supervisor shall serve the implicated employee(s) and a Union representative with a Notice of Informal Investigation which shall describe the alleged conduct, action, or omission which forms the basis for the informal investigation, the date of discovery of the alleged infraction, and will provide the date, time, and place of the investigation meeting. This notice will also indicate the amount of time necessary to complete the investigation, not to exceed thirty (30) calendar days. This notice, in the form of a written memorandum, shall be served to the Employee and the Union within ten (10) business days of the date of discovery of the alleged infraction. If an Employee is on leave when this period expires, it shall be extended until the first day the Employee returns to work.

2. The investigation meeting shall be considered part of the investigation. A Union steward must be present at the investigation meeting. An immediate supervisor and his or her supervisor or designee (excluding the Fire Chief) may be present at the investigation meeting. The investigation meeting shall serve as an opportunity for the supervisor and the employee to try to resolve any misunderstandings about the matter. The supervisor shall use this meeting to gather additional information, to hear the employee's side of the story, and to take into account any extenuating circumstances. If an Employee is on leave on the date an investigation meeting has been scheduled, the meeting shall be rescheduled on a date mutually agreed upon by both parties.

3. Upon completion of the informal investigation meeting, and no later than five (5) business days thereafter, the supervisor shall present the employee with either a memo stating that no formal disciplinary action is recommended or a Disciplinary/ Corrective Action form with the recommended action checked. The employee should sign this form as an acknowledgment that he/she is aware of the action being recommended. A signature does not indicate agreement with or acceptance of the recommended disciplinary action.

4. The Disciplinary/Corrective Action Form is forwarded to the Fire Chief for review.

5. If the employee wants to dispute the supervisor's recommendation, they may submit a written appeal to the Fire Chief. Appeals will be submitted no more than ten (10) business days after the first business day following the date the Employee was presented with the Disciplinary/Corrective Action form.

6. The Fire Chief may request a meeting with the Employee and a Union representative to discuss the appeal and its settlement. Upon review of the relevant facts, the Fire Chief may withdraw, modify or concur with the proposed action and forward it on to the Human Resources Director. The Fire Chief will notify the employee in writing of their decision no more than ten (10) business days after receiving the appeal.

7. The Human Resources Director shall review the documentation for completeness and compliance with the contract and forward it to the City Manager within five (5) business days

8. The employee may file an appeal of the disciplinary action determined by the Fire Chief if it is a written reprimand, suspension, demotion, or termination. The employee will file such an appeal with the City Manager within ten (10) business days after the employee receives the recommendation of the Fire Chief.

9. The City Manager shall respond in writing within ten (10) business days of receipt of the written appeal and may within this time period request a meeting with the Employee and the Union to discuss the appeal and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement.

10. If the appeal is not satisfactorily resolved at this level, and the recommended action is a suspension, demotion or termination, the appeal may be submitted to final and binding arbitration by the Union as per Article 203 (but not by the individual employee) within twenty (20) business days after the time for response of the City Manager. If the appeal is not submitted to final and binding arbitration by the Union within twenty (20) business days after the time for response of the City Manager, the City Manager's action shall be final and binding on the employee.

If the Employer fails to respond within the designated time limits, the action shall become null and void.

Disciplinary Actions:
Oral Reprimand – A record shall be kept in the employee's file at Fire Department Headquarters for not less than three (3) months. Oral reprimands may be removed via memo to the Fire Chief.

All other disciplinary actions shall become a part of the Employee's official personnel record. Disciplinary actions may be removed by the employee if the employee requests their removal in writing to the Human Resources Director via the Fire Chief as follows:

1. Written reprimands Not less than six (6) months
2. Suspensions Not less than twenty-four (24) months

3. Disciplinary demotions Shall remain in the employee's file as long as they are employed by the Santa Fe Fire Department

If an employee receives an additional official disciplinary action during the above-specified time frame, the initial disciplinary action shall be held in the personnel file of the employee no longer than the length of time the most current disciplinary action is held.

Miscellaneous:

A. If the initiating party is the Fire Chief, following the informal investigation meeting, the recommended action and the appeal will go directly to the City Manager.

B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties if extenuating circumstances exist.

C. If an appeal has been filed with the City Manager, recording devices may be used by either party participating in the disciplinary process provided the other party has been given written notification three (3) days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

A party to this Agreement or an individual employee may be represented by counsel at any step of the appeal procedure at his or her own cost.

ARTICLE 203-ARBITRATION PROCEDURE

Disputes between the Union and the Employer arising from a grievance, an appeal of disciplinary action, or the declaration of impasse in the negotiation of this Agreement may be submitted to final and binding arbitration in order to reach a resolution.

To request arbitration for a grievance, as per Article 201, or the appeal of disciplinary actions, as per Article 202, the Union shall serve a written demand for arbitration upon the Employer within twenty (20) business days from the time of response from the City Manager.

To request arbitration to resolve negotiations at impasse, either party shall serve a written demand for arbitration upon the other no more than fifteen (15) business days following the declaration of impasse.

No more than five (5) business days after receiving or issuing the written demand for arbitration, the Employer shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

The parties will confer to select the arbitrator no more than five (5) business days after a list of arbitrators has been received. The selection shall be made by the Union and the Employer alternately eliminating names. The parties shall flip a coin to determine who shall strike the first name. The last name remaining shall be the arbitrator. If either party fails or refuses to strike a name from the list, the other party may request that the FMCS, or the AAA unilaterally appoint an arbitrator to hear the matter.

Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.

The arbitrator's decision shall be final and binding on the parties. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement. However, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief.

If the arbitrator rules in favor of the Union, the Employer shall pay the arbitrator's fees and expenses. If the arbitrator rules in favor of the Employer, the Union shall pay the arbitrator's fees and expenses. If the arbitrator's ruling does not clearly support the position of either party, both parties shall pay one-half of the arbitrator's fees and expenses.

The arbitrator shall not have authority to make an award that includes a fine or other punitive damages or an award of attorney's fees.

In an arbitration involving the appeal of a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In an arbitration where the Union alleges a contractual violation or dispute over a working

condition, the Union shall have the burden of proof by a preponderance of the evidence.

In an arbitration to resolve the declaration of impasse in negotiating this Agreement, either party may require that the issue first be mediated prior to submitting it to final and binding arbitration.

ARTICLE 210-STAFFING LEVELS

In order to ensure the effective delivery of essential services as well as firefighter health and safety, the following staffing levels shall be maintained:

Shift:
The minimum staffing shall be Thirty-Nine (39) members per shift, not including any personnel under the Support Services Division and Battalion Chiefs.

Qualified Station Captains may work as an AIC BC. If there is mandatory Company Officer overtime they may be downgraded from AIC BC to that Company Officer position.

In the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, any related concerns shall be addressed to the Labor-Management Committee per Article 220.

Station:

Minimum staffing shall be Five (5) members per station with the exception of Station 10 (ARFF), which shall be staffed with a minimum of one (1) Station Company Officer, one (1) Engineer, and one (1) ARFF Active Personnel.

One (1) Captain shall be assigned to supervise each operational fire station. Stations may be supervised by a Lieutenant only in the event that either the captain assigned to that station is not at work or there is a vacancy in that assignment.

Apparatus:

1. In no case will staffing on any Type 1 Engine, Type 6 Engine, Ladder, Rescue, Medic unit, or Tender drop below Two (2) while available for an emergency call and being used as an independent resource.

2. Minimum staffing on a Type 1 Engine or Quint/Ladder may only be reduced to Two (2) personnel if personnel have already been re-allocated from the brush truck first, then the Heavy Rescue.
3. Staffing of additional apparatus will only take place if forty-one (41) or more personnel are on duty.

Type 1 Engine and Quint/Ladder:
Each Type 1 Engine and Quint/Ladder shall be staffed with a minimum of Three (3) SFFD personnel: One (1) Engineer, One (1) Company Officer, and One (1) SFFD personnel.

Medic Unit:
Each Medic Unit shall be staffed with a minimum of Two (2) SFFD personnel, one of whom must be a licensed paramedic. Licensed Paramedics working in the classification of Captain, Lieutenant, Engineer, or Rescue Technician may be utilized as the only Paramedic on the unit as a voluntary assignment.

Rescue:
Each Rescue shall be staffed with a minimum of Two (2) Rescue Technicians, and One (1) SFFD personnel.

Hazardous Materials:
Staffed with a minimum of two (2) Hazardous Materials Technicians and one (1) SFFD personnel when staffed as an independent resource.

Crash Rescue Vehicle:
The Airport Crash Rescue Vehicle (ARFF) shall be staffed with a minimum of the FAA's Part 139 requirements.

Type 6 Engine:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Tender:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Brush Truck:
The Brush Truck shall be staffed with a minimum of two (2) SFFD personnel.

In the event minimum manning is below Thirty-nine (39), prior to 2200 hrs., the BC may outbound for a minimum of 45 minutes in an attempt to bring minimum manning back to Thirty-nine (39) as outlined in Article 330.

ARTICLE 211-SHIFT ENGINEERS

Two (2) Shift Engineers will be assigned per shift. Shift Engineers will be assigned to fill in for station Engineers who are not at work in their respective assignment for any reason. When a station Engineer assignment is unmanned, a Shift Engineer assigned to the affected shift will fill it before other Engineers are used. A Shift Engineer may be utilized in other positions according to qualifications and licensure when no station Engineer assignments need to be filled. Shift Engineers will be utilized based on the order of promotion on their shift.

Shift Engineers may be offered overtime or be ordered to work in accordance with Article 330 - Overtime.

When a permanent station engineer assignment becomes available, a Shift Engineer will be given an assignment without competition in the order they were promoted. If a Shift Engineer is offered a permanent station engineer assignment and declines, the individual will move to the bottom of the list.

Shift Engineers are not eligible for a permanent station assignment based on shift bidding or seniority.

ARTICLE 212-LIEUTENANTS

Two (2) Lieutenants will be assigned per shift. Upon promotion, Lieutenants shall be assigned to a Captain until they have successfully completed a mentorship period. Until such time, they shall not be utilized as a Company Officer.

Once a Lieutenant has successfully completed their mentorship, they shall be assigned to fill in for station Captains who are not at work in their respective assignment for any reason. When a station Captain assignment is unstaffed, a Lieutenant assigned to the affected shift will fill it before Company Officers from

other shifts are utilized.

It is the Battalion Chiefs' responsibility to ensure that the qualified Lieutenants on their respective shifts have an equal number of opportunities to fill unstaffed station Captain assignments. Such opportunities shall be offered to each Lieutenant on a rotating basis and shall not regularly exceed forty-eight (48) hours. (* See note at the end of this Article).

Battalion Chiefs shall offer on-duty Lieutenants the opportunity to fill all unstaffed station Captain assignments according to their place in the rotation prior to hiring overtime to fill the assignment(s) or utilizing a qualified-on duty Lieutenant to fill an unstaffed assignment.

On-duty Lieutenants who are not assigned to fill in for a station Captain may only be utilized in firefighter assignments.

Lieutenants who have successfully completed their mentorship may be offered overtime or be ordered into work in accordance with Article 330 Overtime. Such Lieutenants and Captains may trade shifts in accordance with Article 213 Shift Trades.

*Note: Lieutenants may fill an unstaffed Captain assignment for more than forty-eight (48) hours in those instances where the respective assignment is scheduled to remain unstaffed for a period of ten (10) consecutive shifts or more (e.g., when the Captain is on FMLA, Military Leave, etc.).

Battalion Chiefs shall make every effort to ensure that the Lieutenants on the affected shift are given an equal amount of time filling the unstaffed assignment.

ARTICLE 213 SHIFT TRADES

All bargaining unit employees will be allowed to trade shifts within their own classification. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, Fire Inspector I and Fire Inspector II shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Shift trades will be entered into the staffing program by the collective bargaining unit member trading off/initiating the shift trade. Trades shall be considered any time greater than one hour. In order for a trade to be approved, members must possess a balance of annual leave equal to or greater than twice the amount of hours traded.

In the event that a member who agreed to work a shift trade is unable to do so, that member will forfeit annual leave hours equal to twice the amount of hours traded. If an employee does not have enough annual leave hours available to cover such a forfeiture, they shall be placed on Leave Without Pay for the amount of time equal to the remaining hours owed. The only exceptions will be one of the following:

- Funeral Leave, outlined in Article 310
- Job-related injury
- A legitimate extenuating circumstance provided the member gives proper notification to a Battalion Chief or Fire Marshal

ARTICLE 214 - SHIFT AND STATION TRANSFERS

Section 1 - Station Trade

If two employees of the same classification mutually agree in writing to a station trade, the employer will grant such a request unless it is not deemed to be in the best interest of the Department. Reasons for such a denial shall be provided in writing to both employees. Employees on different shifts shall be allowed to request a station trade. The trade shall be in force for not less than one (1) year from the date it becomes effective.

Section 2 - Shift Change

Each year in October, any shift personnel wishing to change shifts shall submit their request in writing to the Battalion Chief. Such changes will be implemented based on seniority and by job classification. For this section, FF I and FF II shall be treated as one classification. Any new assignment shall remain in effect for not less than two (2) years. The two-year limit does not apply to involuntary reassignment. Reasons for reassignment shall be documented in writing and forwarded to the employees.

Section 3 - New Fire Station/Station Vacancy

In the event a new fire station or station vacancy is opened, each assignment at that station shall be offered to all members and assigned in order of classification and seniority. This section does not apply to the remodeling or replacement of existing

stations.

Section 4 - Involuntary Reassignment
Battalion Chiefs may reassign any employee if deemed in the best interest of the Department. Such reassignment may be temporary or permanent. Reasons for such assignments shall be documented in writing and forwarded to the affected employees.

Section 5 On-Call Trade
If two Fire Inspectors mutually agree in writing, i.e.: a memo, to an on-call trade, the employer will grant such a request unless it is not deemed to be in the best interest of the department. The on-call trade will be initiated by the inspector requesting time off. Final approval rests with the Fire Marshal or their designee.

ARTICLE 215 – ARFF

ARFF (Aircraft Rescue and Fire Fighting) certified personnel will be divided into two categories: ARFF active and ARFF inactive.

ARFF active personnel will be FAA ARFF qualified. Only ARFF active members will be allowed to work at the Airport. One (1) Captain, one (1) Engineer, two (2) shift engineers, two (2) Lieutenants, and three (3) Firefighters with 3 years of service or greater per shift will be ARFF active.

Selection for ARFF active positions will be made as follows:

1. Any firefighter with three (3) years of service or greater may volunteer to be made ARFF active. If more than 9 members volunteer, then selection will be based on seniority. When a member volunteers, they will be placed at ARFF for a minimum of 1 year, or until they promote as outlined in Article 340.

2. If fewer than nine (9) volunteers in the position of Firefighter with three (3) years of greater are identified, then Firefighters with two (2) years or more of experience, Engineers, Paramedics, and Rescue Technicians will be allowed to volunteer to participate in ARFF qualification. If these volunteers are used, the following with apply:

    a. Preference will be given to classified firefighters. If there is still not enough participation to ensure adequate coverage, volunteers from the positions of Paramedic, Engineer, and Rescue Technician will be allowed to participate based

upon seniority, with no more than one (from all three positions combined) allowed per shift.

b. When the member assigned to cover Station 10 is a classified Paramedic, Engineer, or Rescue Technician and overtime is needed in one of those positions during the shift, that individual may be kept at Station 10 rather than moved into a spot elsewhere in the City.

3. If no volunteers are found, then the Firefighters with (3) three years or greater may be assigned to ARFF based on reverse seniority. The three ARFF active Firefighters will be rotated fairly in and out of ARFF.

   All ARFF active personnel shall be allowed to trade as outlined in article 213 unless at the time of the trade overtime is created. In this case the trade must be completed with another ARFF active member.

ARTICLE 216 – HAZARDOUS MATERIALS TECHNICIANS

The Hazardous Materials (henceforth known as HazMat) Team shall consist of a maximum of twenty (20) personnel.

Vacancies shall be posted by the Training Division by January 14th of each Calander year, and testing/ interviews shall be completed within thirty (30) days of posting. Interviews shall be conducted by the HazMat Team Chief Liaison, HazMat Team Lead, and a minimum of one (1) HazMat Active Team Member.

Hazardous Materials Technician is not a classified position as per Article 340 – Promotional Policy.

Qualifications for Position

Personnel are considered to be HazMat Active upon successful completion of:

- HazMat Team Interviews/ Selection
- IFSAC HazMat Awareness & Operations
- HazMat Chemistry
- IFSAC HazMat Technician
- SFFD HazMat Task Book

Continued Education

HazMat Active personnel are required to maintain a minimum of thirty (30) hours of in-person training annually, twenty (20) of which must be completed via in-house training with the SFFD HazMat team.

The HazMat Team Lead shall post a training schedule by January 1st of each year. In-house training shall offer a minimum of fifty (50) hours of available training. The HazMat Team Lead shall be responsible for verifying and logging annual training hours.

Additional hours may be obtained via classes, seminars, conferences, and other educational opportunities deemed appropriate by Haz Mat Team Lead and HazMat Chief Liaison.

- Technicians attending out-of-state conferences shall receive six (6) hours of training for each day of attendance.

If the HazMat Active employee does not complete the required training hours by December 31st of each year, they shall forfeit their position on the HazMat Active roster.

Staffing
HazMat7 shall be staffed at Battalion Chief discretion and shall not be staffed by less than two (2) Haz Mat Technicians.

ARTICLE 220-LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee (LMC) consisting of three (3) Union representatives and three (3) Employer representatives. Union representatives shall be appointed by the Union. The Committee shall meet at the request of either party, or at least quarterly. The party requesting a meeting shall present a written agenda to each member at least five (5) business days prior to the meeting.

LMC shall have the authority to:

1. Discuss areas of mutual concern
2. Develop sub-committees of the LMC as deemed necessary
3. Clarify and/or amend, articles of this agreement
4. Review and discuss recommendations submitted by LMC sub-committees
5. Develop, agree upon, and sign memorandums of understanding (MOU's) deemed by both parties to be in the best interests of the Fire Department.

LMC Sub-Committees
LMC sub-committees shall meet to discuss and formulate recommendations to LMC as deemed by the committee to be in the best interests of the department. Sub-committees shall include, but not be limited to, the following:

- Health and Safety (See Article 221)
- Standard Operating Procedures
- EMS

LMC sub-committees shall submit recommendations to LMC for review. LMC shall make any such recommendations available to the Union membership and the Employer. Recommendations agreed upon in LMC shall be implemented by an MOU where appropriate.

The Employer shall notify LMC and/or a designated Union representative prior to creating committees or sub-committees that affect union members.

Memorandum of Understanding (MOU)

Both the Union and Management shall make a good faith effort to address and resolve areas of mutual concern through a formal MOU whenever prudent and/or appropriate. MOUs shall detail the nature and intent of the understanding and/or mutual agreement between both parties.

Any MOU must be signed by both the Fire Chief and the Union President (or their respective designee) to be valid.

A valid MOU is required in order for any of the following to occur:

1. Clarification or amendment to articles of this Agreement.
2. Revision of SFFD Standard Operating Procedures, Standard Operating Guidelines, and/or Rules and Regulations that affect working conditions.
3. A change in working conditions that have not been the subject of collective bargaining but exist on the effective date of this Agreement.
4. Adding, rescheduling, or canceling of promotional testing processes for any classified position represented by the Union as outlined in Article 340 Promotional Policy.

A MOU amending articles of this Agreement must be approved by a simple majority vote of the Executive Board before the Union President (or their designee) may sign it. Executive Board members who are also members of LMC must abstain from this vote. The Union membership must be notified of any such MOU being considered by LMC no less than ten (10) days prior to a vote by the Executive Board. Any MOU signed by the Union President (or their designee) less

than ten (10) days prior to Union member notification and/ or without the approval of a majority of the Executive Board shall be invalid.

Both parties shall consider any MOU's amending articles of this Agreement as a formal proposal in the first negotiations process after it becomes valid. All such MOUs shall be null and void on the effective date of the first Collective Bargaining Agreement negotiated after it becomes valid.

In the event that LMC becomes deadlocked on issues outside of those listed above, the Employer reserves the right to make a decision, and the Union reserves the right to file a grievance.

Time spent at LMC or LMC sub-committee meetings or activities shall be treated as hours worked for Union representatives in accordance with Article 112.

ARTICLE 221- HEALTH AND SAFETY

Safety is an integral part of the responsibilities of every manager, supervisor and employee.

The Employer recognizes its obligation to comply with all applicable federal and state standards relating to health and safety in the Fire Department. The employee realizes that when engaging in emergencies or any and all activities, members shall exercise proper precautionary measures to avoid injury to self and others and that it shall be considered a disciplinary offense for any member to disturb any other member's personal safety equipment without that person's prior knowledge and approval. The Union, through its various representatives, will be accorded certain participatory rights relating to employee health and safety; however, it is not the intention of the parties that these provisions shall in any way diminish the Employer's exclusive responsibility as described in this article.

There shall be a joint Health and Safety Committee composed of up to three (3) representatives of both the Employer and the Union. The Union's representatives shall be designated by the Union and the Employer's representatives by the Employer. Health and Safety Committee meetings will be counted as hours worked for bargaining unit employees.

The Health and Safety Committee shall:

1. Meet at least quarterly.

2. Make annual inspections of Fire Department facilities.
3. Make inspections of approved SFFD Personal Protective Equipment (PPE) per NFPA 1851. The PPE inspection form shall be completed by all Fire Department personnel and overseen by the Battalion Chief for Fire Captain and the Fire Captain for the personnel under their supervision. It is every firefighter's responsibility to maintain a constant awareness of the condition of their PPE and immediately report any defects in writing to the employee's immediate supervisor. Any firefighter may request an inspection at any time. It is the responsibility of the Fire Captain to report, per the chain of command, any discrepancies or deficiencies noted.
4. Make written recommendations for the correction of hazardous conditions or unsafe work methods which come to its attention. All recommendations will include a proposed schedule for implementation and estimate of the costs involved.
5. Review all reports of job-related accidents or injuries and make written recommendations to modify or add rules and procedures to further promote the avoidance of such incidents in the future.
6. Make written recommendations concerning the Fire Department's existing regular medical testing program to maintain or exceed compliance with NFPA 1582, 1992 Edition.
7. Provide members with information prior to the start of annual physicals which outlines what will and what will not be provided as well as provide education on the departmental exposure protocols.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

The Employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices in accordance with NFPA 1914, 1991 Edition. Testing is to be conducted by an independent testing company, other than the manufacturer prior to acceptance of a new aerial apparatus and annually thereafter. Copies of the test results shall be made available to the Health and Safety Committee for their review.

ARTICLE 225-PERSONNEL PROTECTIVE EQUIPMENT AND UNIFORMS

Section 1 - PPE

A. The Employer shall furnish and maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing (bunker gear), wildland gear, and other protective equipment necessary to preserve and protect the safety and health of firefighters. All protective items shall meet the applicable standards at the time of purchase.

B. All purchase requests must be made by March 31st. The exception will be the replacement of damaged uniform items.

Section 2 - Eye Protection

A. The Employer shall furnish non-prescription safety eyewear as required.

Section 3 - Class C Uniforms

A. The Employer will provide, at no cost, to new bargaining unit members:

- Four (4) pants
- Six (6) Santa Fe Fire Department T-shirts
- One (1) jacket with liner
- One (1) pair of boots
- One (1) squad suit)
- One (1) sweatshirt.

B. Bargaining unit members will maintain a minimum of four (4) complete sets of Class C uniforms for inspection purposes. All uniforms shall comply with NFPA 1975, current edition, or be of 100% cotton fabric. Fire inspector uniforms will be of a type acceptable to the Fire Marshal.

Section 4 - Class A & B Uniforms

A. The Employer shall provide, at no cost to new bargaining unit members, one dress uniform consisting of:

- One **(1)** Class A jacket
- One **(1)** pair of dress pants
- One **(1)** cotton blend long-sleeve shirt
- One **(1)** cotton blend short-sleeve shirt
- One **(1)** Class A cover
- One **(1)** pair "Hi-gloss" Class A shoes
- One **(1)** tie with a tie clip.

B. All members shall maintain one Class A and B uniform per the SFFD

uniform guide.

Section 5 - Uniform Replacement

A. Requests for uniform items that are selected for replacement due to normal wear and tear or loss shall be submitted to the main office via e-mail by the employee and deducted from the established allocation per employee. A purchase order will be approved, if sufficient money is available in the employee's allocation, and made payable to the vendor.

   a. Each bargaining unit member shall be allocated six hundred twenty-five dollars ($625) uniform allowance at the beginning of each fiscal year.
   b. New bargaining unit members shall not receive a uniform allowance until the first full fiscal year in which they are off probation.
   c. Twenty (20) T-shirts, four (4) hats and four (4) sweatshirts per fiscal year may be purchased through the requisition system.

B. The Employer will replace approved uniform items, separate from the member's allocation, if the following conditions are met:

   a. The item is irreparably damaged or destroyed during emergency response activities.
   b. The member submits a uniform replacement form, a memorandum documenting how the damage occurred, and the damaged item to Fire Department Headquarters for processing.

C. City property issued to the employee shall become the responsibility of the individual employee. If it is determined that items are missing due to employee negligence, these items will be immediately replaced, and their cost deducted from that employee's clothing allowance. If it is determined that the individual employee is not at fault for missing or stolen items, these items will be immediately replaced at no cost to the employee.

   Members may purchase approved clothing items through the requisition process for the employee only. Any change in uniforms or uniform items will be made through the process prescribed in Article 220.

ARTICLE 230-TRAINING

1. The employer will provide sufficient training opportunities for employees to maintain licenses and certifications required by New Mexico regulation or statute, SFFD Standard Operating Guidelines, SFFD Rules and Regulations, and/or job description.

2. A minimum of two (2) EMT-B/EMT-I refreshers and two (2) Paramedic refreshers will be provided per year. Each Paramedic refresher will include ACLS and PALS renewal. The Training Section shall determine the maximum class size

3. One Advanced EMT course will be provided per year. A minimum of six (6) training applications must be received by the Training Section no later than the deadline specified in paragraph 5 below or the class may be postponed until the following year. The Training Section shall determine the maximum class size. If more applications are received than class size permits, pretest scores will be the determining factor for acceptance.

4. It is incumbent upon the individual employee to attend all classes necessary to maintain required certifications and/or licenses. If an employee does not attend any class described herein, it becomes the responsibility of the employee to seek and obtain the necessary training, at his or her expense and time, so that there is no lapse in any required license or certification.

5. The Training Section will provide employees with a twelve-month calendar on or before August 30 of the year prior to that in which the training will be offered. This calendar will reflect training offered by the Training Section. Applications for any and all classes must be received by the Training Section no later than forty-five (45) days before the first day of class. The Training Section shall notify personnel of application deadlines for all training/classes it offers no more than fifteen (15) and no less than ten (10) business days prior to that deadline.
6. According to the provisions of Article 340 of this Agreement, the employer will provide promotional classes annually unless **6.c** applies.
    a. These classes will be included on the training calendar per paragraph 4 above.

b. Employees wishing to attend these classes Shall submit a written application to the Training Division no later than forty-five (45) days before the first day of class.
c. If the Training Section receives no applications for the class at the time the posting closes, the employer may cancel the class.

7. The employer will maintain an in-house library of materials relevant to job requirements and promotional testing for use by employees. Employees will be allowed to check out library materials up to thirty (30) days prior to the start of the applicable promotional testing process. Less than thirty (30) days before a testing process begins, applicable library materials will be available and must remain at the training center. Employees who fail to return borrowed library material shall have the replacement cost deducted from their clothing allowance and will be barred from borrowing library material for a period of one (1) year after the date the material was to be replaced.

8. All training equipment and facilities will be serviceable and judged safe by the Training Officer. The training facility may be included in the yearly safety inspection conducted by the Health and Safety Committee.

9. A safety officer will be designated for any training exercise deemed hazardous according to the current edition of NFPA1403 or in the judgment of the Training Officer or lead instructor responsible for the class or exercise.
10. The employer will provide the following training within two (2) years of becoming a classified Rescue Technician. Employees currently classified as Rescue Technician shall have two (2) years from the acceptance of this document to complete the listed courses with the exception of Structural Collapse which shall be completed within three (3) years. The Employer will make every effort to furnish a qualified instructor to certify the classified Rescue Technician on site as per Article 131. If a third-party instructor cannot be furnished within the required two (2) year time frame, the employee will be sent to an offsite course approved by the Training Division.

    The new classified Rescue Technician must complete, with a passing grade, the following courses:

- Swift Water Rescue Operations
- Advanced Auto Extrication
- Structural Collapse
- Trench Rescue

There shall be a minimum of three (3) Swift Water Rescue Technicians, one of which shall be assigned to each shift. The remainder of classified Rescue Technicians shall maintain a minimum of Swift Water Operations which will be maintained in-house by the Swift Water Technicians.

One refresher course per year shall be offered in each of the following disciplines:

- Rope Rescue
- Confined Space Technician
- Swift Water Rescue Operations
- Trench Rescue
- Auto Extrication

Renewal courses after initial certification are to be:

- Offered in-house and do not need to be led by external training/education apparatus
    - In-house training may be led by SFFD cadre. The Employer will be responsible for furnishing specialized consumable training items as deemed necessary by the Training Division based on the advice from the Rescue Technician Chief Liaison.
- In-house refresher courses will not take place of an initial licensing/certification course.

If a classified Rescue Technician is unable to complete the required trainings within the time frame outlined in Article 230 Section 10, all required trainings have been offered, and the employee has not had extenuating circumstances that prevent them from attending these trainings, the Rescue Technician will be removed from their position and the vacancy filled based off the current ranked testing list.

Reassignment to the employee's original shift, if they were reassigned after becoming a classified Rescue Technician, will be contingent upon Battalion Chief discretion as per Article 214.

ARTICLE 231 - ADJUNCT INSTRUCTOR

Adjunct Instructors may be utilized for the following but not limited to: Firefighter Academies, Lateral Firefighter Academies, Promotion Classes, Hazmat Classes, EMS Classes, New Equipment Introduction, Specialized Trainings.

Adjunct Instructors shall be selected by the Training Officer. Any member interested in becoming an adjunct instructor shall submit a letter of interest to the Training Officer. The list shall be submitted to the Fire Chief for approval.

- Adjunct Instructors with potential to be the lead instructor shall have IFSAC Instructor I (2027 on) and meet the requirements for the job classification in which they are instructing.
- The Training Officer shall select the Adjunct Instructor for each assignment.
- Adjunct Instructors shall reserve the right to turn down an assignment requested by the Training Officer.
- The Training Officer shall have the right to remove any Adjunct Instructor from the list.
- In exigent circumstances where an Adjunct Instructor cannot be furnished from the list, the Training Officer reserves the right to ask any qualified personnel to fulfill the duties of Adjunct Instructor.

Adjunct Instructors may be utilized for the duration of the assignment.

ARTICLE 232-TRAVEL

All required documentation must be submitted to the Fire Chief twenty (20) business days prior to the class, seminar, or conference for which travel is necessary. The Employer shall provide a suitable City vehicle for members to travel to classes, seminars, or conferences outside Santa Fe city limits scheduled and approved by the Employer.

The Fire Chief may waive the twenty-day requirement.

Employees shall be paid travel time for classes outside of the Santa Fe City Limits needed for current classification, promotion, or to maintain current EMS licensure level. Travel time will not be paid for conferences.

ARTICLE 240-SENIORITY

Seniority means a privileged status attained by le continuous service calculated from the last date of hire within the Santa Fe Fire Department. Continuous service shall be broken by the following:

1. Resignation
2. Discharge
3. Retirement
4. Employee is laid off for more than two years
5. Employee declines an opportunity to return to work after recall
6. Employee fails to return to work from a leave of absence

If two or more employees start on the same date, seniority will be determined within their hiring group as follows:

1. Most recent date of hire within the Santa Fe Fire Department
2. Continuous full-time paid employment with the City of Santa Fe
3. For employees hired prior to July 1, 2009:
    - Highest Sum of all the digits in the employee's social security number for employees hired after July 1, 2009:
    - Highest cumulative test score average achieved during the SFFD Fire Academy

1. Flip a coin Seniority shall be used for:

    1. Annual vacation selection
    2. Shift changes, station vacancies, and new fire station as per Article 214
    3. Temporary transfers

Seniority shall not be a determining factor on any emergency scene.

ARTICLE 241-SHIFTS AND HOURS OF WORK

Hours of Work
Hours of work shall be defined as the time that an employee is on duty at the employer's establishment or at the prescribed workplace, as well as all other times during which the employee is suffered or permitted to work for the employer as defined by FLSA.

Emergency Services Section
Members assigned to the Emergency Services Section will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

EMS Division, Fire Prevention and Training Division
The standard shift for both Sections shall be one of the following:

1. Non-twenty-four (24) hour shift - Members will work five (5) – eight (8) hour days per week or four (4) – ten (10) hour days per week with weekends and contract-approved holidays off. Members may request, through the chain of command, to work a flex week schedule. Approved members shall work a total of forty (40) hours per week with contract approved holidays off. If the holiday falls on the employee's regular scheduled day off, the employee will be compensated at their regular hourly rate for the time of their regularly scheduled shift. Otherwise, two (2) weeks' notice will be provided for a change of schedule. Approval to work a flex schedule is solely at the discretion of the Employer; or
2. Twenty-four (24) hour shift - Members will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

Changes to the standard week schedule for members assigned to the EMS Division, Fire Prevention or Training Division shall be discussed in LMC prior to implementation.

No members assigned to the EMS Division, Fire Prevention or Training Division shall be utilized in another assignment in order to satisfy minimum staffing requirements

These schedules will hereafter be referred to as "Twenty-four (24) hour shifts" and a "Non-twenty-four (24) hour shifts" respectively. For all shifts, pay will be based on actual hours worked and/or actual leave hours take

ARTICLE 242-LEAVE OF ABSENCE

The Fire Chief may approve leave without pay for up to ten (10) consecutive business days upon the written request of the employee. A request by an employee for leave without pay in excess of ten (10) business days must be approved by the Fire Chief and City Manager.

Leave without pay, when requested, may be granted only when the Fire Department can assure a position of like status and pay within the Fire Department upon the return of the employee from leave without pay.

If the Fire Department cannot assure a position in the Fire Department, and the employee agrees in writing to waive that requirement, leave without pay may be granted.

Leave without pay may not exceed twelve (12) consecutive months. Employees on leave without pay in excess of thirty (30) calendar days will be credited with only thirty (30) calendar days towards eligibility for a productivity increase or toward seniority.

Employees shall not accrue sick or annual leave while on leave without pay. Service time will not be credited while on leave without pay.

Leave without pay will be reported on a Personnel Action Request Form only if it exceeds ten (10) business days.

Failure to report to work upon the expiration of approved leave without pay shall be accepted as a voluntary resignation of employment.

Return from leave without pay in excess of ten (10) business days will be reported on a Personnel Action Request Form.

During leave without pay, the employee shall pay the Employer's portion and his/her portion of the insurance in order to continue coverage

ARTICLE 243-MODIFIED WORK ASSIGNMENTS

Modified work assignments can be requested by an employee or the employer. Reasons for such a request can be inability to perform job duties due to injury or illness (light duty), pregnancy (non-hazardous duty), or as part of the discipline/corrective process (alternative duty).

Section 1 - Light Duty

Any employee placed on light duty by the Employer's occupational medicine doctor for a work-related illness or injury may continue to work within the Fire Department without loss of pay or reduction of benefits. Work shall be found which permits an employee to perform tasks that will not exceed the scope of light duty and will not disrupt or conflict with the work of other Union members. Light duty status shall continue until the Employer's occupational medicine doctor either releases the employee to full duty or determines the employee will no longer be able to fulfill his job duties.

An employee may solicit a second opinion from a physician of his choice, the cost of which will be paid for by the Employer. The Employer's occupational medicine doctor and the employee's personal physician shall confer on treatment, care, and light duty status.

In cases where the Employer's occupational medicine doctor and the employee's doctor disagree, a mutually acceptable third and neutral specialist in the field of the Employee's injury/illness shall review the employee's medical records and make the final determination on the appropriate course of action.

Injury leave shall be in accordance with City Resolution 1988-11 establishing a workers compensation program for City employees.

An employee injured while off duty may be offered light duty depending on the type and severity of the injury, provided that the Employer can identify work which permits the employee to perform tasks that will not exceed the scope of light duty. Such work may be in the Fire Department or other City departments. An employee wishing to be considered for such an assignment should submit a written request to the Fire Chief. Light duty granted for an off-duty injury shall not exceed six (6) months in duration

Section 2 Non-Hazardous Duty
The Employer will offer non-hazardous duty for pregnancy from the time the pregnant employee provides written notification. The pregnant employee will be on non-hazardous duty from the time of acceptance of such duty until maternity leave begins.

Non-hazardous duty shall mean an assignment within the Fire Department in which the pregnant employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor.

Acceptance of non-hazardous duty shall not result in a reduction in pay, an adverse effect on time in service, or ability to promote.

Section 3 - Alternative Duty
An employee may be assigned to alternative duty within the Fire Department as part of the discipline/corrective process.

ARTICLE 245-COMPENSATORY TIME

Compensatory (comp) time must be a mutual agreement between the City and the involved bargaining unit members. Comp time is not mandatory but is optional in lieu of financial compensation. The employee shall be responsible for informing the on-duty Battalion Chief or AIC-BC of their intention to accrue comp time in lieu of financial compensation before 1700 of the day the employee is scheduled to work.

Comp time will be earned at the same rate as overtime and converted at the end of the overtime period. Comp time in only considered "accrued" after it is posted to the payroll summary. Members are not allowed to utilize hours that are yet to be posted by payroll.

Comp time, once earned, will be taken following the same procedure for taking Annual Leave and Personal Holiday as listed in Article 302, and use of said leave will be subject to the same restrictions.

Members will have the ability to carry over up to 240 earned hours into the next calendar year.

ARTICLE 248-VOLUNTARY DEMOTION

Any employee who voluntarily requests a demotion from the current classification may be demoted to a lower appropriate classification if a vacancy exists. The employee shall make the request in writing for approval by the Fire Chief. The employee shall receive the rate of pay established for the lower appropriate classification for the contract year.

ARTICLE 250-EXTREME WEATHER

Members shall not be required to perform strenuous non-emergency duties outdoors, including training exercises, when weather conditions are extreme. Extreme weather conditions are those conditions during which employees are likely to suffer injuries relating to excessive heat, lightning, high winds, ice, snow, or heavy rain. Weather conditions shall be determined to be extreme by the Battalion Chief(s) in consultation with Captains.

ARTICLE 251-STATION MAINTENANCE

The Employer agrees to supply and make available necessary materials required for the day-to-day maintenance and upkeep of fire stations. The Employer agrees to supply items necessary to maintain satisfactory sanitary conditions of quarters within fire stations. The Employer will make every effort to consider the recommendations of station crews when purchasing furnishings or kitchen supplies for fire stations.

ARTICLE 252-MAINTENANCE AND REPAIR

The Employer shall be responsible for the timely repair of any emergency vehicle and its associated equipment upon submission of a work order by an employee to the Fire Department Fleet Section. The Employer shall make every effort to keep an adequate supply of common maintenance items (i.e. vehicle light bulbs, oil, fluids, **etc.).** Any parts needed for repair but not in stock shall be ordered as soon as possible.

ARTICLE 255-DRUG AND ALCOHOL TESTING

Santa Fe Fire Department employees will follow the Drug and Alcohol Policy for the City of Santa Fe Fire Department (March 2003). This Policy is listed as an appendix to the City of Santa Fe Fire Department Rules and Regulations.

In addition, an employee has the option of acquiring a commercial driver's license (CDL) at the expense of the Employer upon approval of the Fire Chief. If the employee fails the exam or allows the license to lapse, any future cost associated with obtaining a CDL will be at the employee's expense.

ARTICLE 256-COUNSELING SERVICES

The Employer agrees to provide, at no cost to the employee, up to six (6) professional counseling sessions for the employee, their spouse, and children. An employee involved in a job-related critical incident will be allowed ten (10) additional sessions. These counseling sessions shall remain confidential between the employee, the employee's family, and the counselor. Information shall be released to the Employer only with written consent of the employee.

ARTICLE 258-TECHNOLOGICAL CHANGE

At least sixty (60) days prior to the introduction or implementation of substantial technological change affecting the employment status of Union members, the Employer shall by written notice furnish the Union with full information on the planned change or changes. This notice shall contain relevant information reflecting the nature and degree of change, the date or dates on which the Employer plans to effect the change, and the location or locations involved. Following the disclosure, both parties shall meet for the purpose of resolving any issue which may concern the employment status of any Union member.

SECTION III

ARTICLE 301-ADMINISTRATIVE LEAVE

1. Authorized Administrative Leave - The employer may authorize an employee's leave with pay, under unusual circumstances, when it is in the best interest of the city to do so with prior approval of the City Manager.

2. Voting - In accordance with provision of Section 01-12-42, NMSA 1978, employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.

3. An employee who abuses voting administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting will be charged with leave without pay and subject to disciplinary action.

4. Events - When the employer grants administrative leave to all city employees to acknowledge an event, Fire Department employees who are required to work shall be paid double the time for the same amount of hours. Off duty employees will receive straight time for the same amount of administrative leave hours granted.

5. Union Business - The employer shall grant administrative leave for union business in accordance with Article 112 of this contract.

ARTICLE 302-ANNUAL LEAVE ACCRUAL & USE

All personnel covered by this contract working a Non-twenty-four (24) hour shifts shall accrue annual leave in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 120 hours per calendar year

05-10 years of service - 140 hours per calendar year

10-15 years of service - 160 hours per calendar year

15-20 years of service - 180 hours per calendar year

20+ years of service - 200 hours per calendar year.

All personnel covered by this contract working Twenty-four (24) hour shifts shall accrue annual leave, in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 204 hours per calendar year

05-10 years of service - 238 hours per calendar year

10-15 years of service - 272 hours per calendar year

15-20 years of service - 306 hours per calendar year

20+ years of service - 340 hours per calendar year

Annual leave use shall include normal annual vacation time and all other periods of approved absence with pay from regularly scheduled hours of work which are not chargeable to some other category of leave.

An employee eligible to accrue annual leave, pursuant to this article, may request and be granted use of accrued leave at the discretion of the employer. No annual leave shall be provided by the employer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which the employee's years of tenure are counted shall be the date of hire.

2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the pay period immediately following completion of the required total length of service.

The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be two and three-fourths (2 ¾) times the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

Upon separation, an employee shall be compensated for all unused and unforfeited annual leave.

Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Vacation Selection

1. The Department will attempt to satisfy all vacation requests and still maintain sufficient staffing in the most economical manner.
2. Vacation requests will be determined on a seniority basis.
3. Vacation requests shall begin on November 1 of the preceding year.
4. Members may request and be granted use of accrued annual leave for vacation purposes as follows:

   Twenty-four (24) hour shift employees:

   01-05 years of service, six shifts

   05-10 years of service, eight shifts

   10-15 years of service, nine shifts

   15-20 years of service, ten shifts

   20+ years of service, twelve shifts

   Non-twenty-four (24) hour shift employees:

01-05 years of service, ten workdays

05-10 years of service, fifteen workdays

10-15 years of service, seventeen workdays

15-20 years of service, twenty workdays

20+ years of service, twenty-five workdays

5. An employee may elect to use his/her annual leave in consecutive shifts or divide his/her annual leave into two periods, the sum of which does not exceed the number of shifts as stated above per years of service.

Annual Leave/ Personal Holiday/ Educational/ Compensatory Time Use

1. Seven (7) bargaining unit members may be off per day, not to exceed two (2) members per classification with the exception of members classified as Firefighters, Paramedics, and Rescue Technicians. Only one (1) Rescue Technician may be off per day. Three (3) Firefighters and Three (3) Paramedics may be off per day. Requests for such leave shall be made at least seventy-two (72) hours in advance to the Battalion Chief for approval. Requests for leave made less than seventy-two (72) hours in advance of the day requested will be granted if voluntary overtime can be found. These requests shall be considered on a first come first served basis after all employees have scheduled their vacations and personal holidays. In the event multiple requests are received on the same calendar day, seniority shall be used to rank the requests. Approvals for leave requested above the maximum numbers established within this article shall be granted if minimum staffing is met and as long as approval of said leave does not create overtime. This additional approval of requests for leave shall not be granted until 0730 on the first day of a scheduled tour.
2. The employee must have sufficient annual leave available for the requested time off.
3. Leave used by bargaining unit employees will not be affected by leave used by Battalion Chiefs.
4. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same

classification, and Paramedic and Paramedic II shall be considered the same classification.

ARTICLE 303-PERSONAL HOLIDAYS

Personal Holiday

A bargaining unit member shall be entitled each calendar year to one (1) personal holiday. The leave may be used for any purpose the member chooses.

Wellness Personal Holiday

Bargaining unit members will be entitled to one (1) additional personal holiday per calendar year if they do the following:

- Complete all portions of the Fire Department's annual physical
- Complete all portions of the Fire Department's FPAT
  - Personnel shall be able to complete all portions of the Fire Department FPAT in full bunker gear with SCBA or in athletic gear/bunker jacket and SCBA.
- Complete the red card qualification test.
  - There shall be no time requirement for "completion" of the Pack Test
  - Personnel shall complete the Pack Test in the allotted passing time if they wish to obtain a Red Card

Personal Holiday and Wellness Personal Holiday:

- Shall be requested in order of seniority after all personnel have requested for vacation time
- Must be taken within the calendar year offered or it will be forfeited
- Granted to members working Twenty-four (24) hour shifts shall be taken in twenty-four (24) consecutive hours
- Granted to members working a Forty (40) hour week shall be taken during eight (8) consecutive hours or ten (10) consecutive hours depending on their work schedule

Members will not be compensated for an unused personal holiday or wellness personal holidays upon separation from the City of Santa Fe.

ARTICLE 305-SICK LEAVE ACCRUAL & USE

Accrual

All employees covered by this contract working non-twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

00-01 year of service - 72 hours per calendar year.
01-05 years of service - 97 hours per calendar year.
05-10 years of service - 112 hours per calendar year.
10-15 years of service - 128 hours per calendar year.
15-20 years of service - 144 hours per calendar year.
20+ years of service - 159 hours per calendar year.

All employees covered by this contract working Twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

00-01 year of service - 134 hours per calendar year.
01-05 years of service - 156 hours per calendar year.
05-10 years of service - 182 hours per calendar year.
10-15 years of service - 208 hours per calendar year.
15-20 years of service - 234 hours per calendar year.
20+ years of service - 260 hours per calendar year.

All personnel are recommended to have the following hours saved in their personal sick leave accruals:

1. Non-twenty-four (24) hours shift employees – 80 Hours
2. Twenty-four (24) hours shift employees – 96 Hours

Acceptable Use

Sick leave use shall include any period of approved absence with pay from regularly scheduled work resulting from:

1. An employee having an illness or injury which renders the employee unable to perform their duties
2. An employee having a medical examination, consultation, or treatment by a licensed practitioner
3. An employee/s immediate family member or significant other requiring the employee's presence because of injury, illness, medical treatment, or death.

If an employee has used sick leave for any other reason not defined by the city Rules and Regulations 13.30C, disciplinary action may be taken in accordance with Article 202, Discipline/ Corrective Action and Discharge.

Use of Sick Leave

A Twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of Telestaff or contact with an on-duty Battalion Chief prior to 0700 in the morning using the following guidelines:

1. Employees who request sick leave, using Telestaff, shall place themselves on sick leave from 0800-1600 (8-hour block), 0800-2000 (12-hour block), or from 0800-0800 (48-hour block). If the employee will be at work on the second day, they must have a verbal conversation with the on-duty Battalion Chief(s) prior to 2000 on the first shift to cancel the sick leave.
2. Employees who are not on duty the first Twenty-four (24) hour shift of the tour for any other reason and wishes to request sick leave for the second Twenty-four (24) hour shift of the tour shall have a verbal conversation with the on-duty Battalion Chief(s) prior to 0700 of the first shift.
3. In the event the on-duty Battalion Chief(s) cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot be reached, the employee will contact the Assistant Chief of Operations.

Sick leave changes will be noted on Telestaff within the hour.

A non-twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of the city's timekeeping/ payroll system and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift using the following guidelines:

1. Any employee shall request sick leave by either use of Kronos and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift.
2. In the event the employee's Direct Supervisor cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot reach, the employee will contact the Assistant Chief of Support Services.

Sick leave changes will be noted on the city's timekeeping/ payroll system within the hour.

Any employee wishing to provide a physicians' statement can do so. This physicians' statement shall be turned into the Health and Safety Officer and kept in the employee's confidential file. Details of the physicians' statement shall not be discussed with anyone other than the employee and the Health and Safety Officer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which their years of tenure are counted shall be the first day of the first complete calendar month worked.
2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than Twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of Thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the pay period immediately following completion of the required total length of service.

Upon death of an eligible employee, compensation for unused total sick leave shall be payable to the employee's estate. Any eligible employee who is terminated or resigns forfeits all accrued sick leave.

ARTICLE 306-SICK LEAVE BANK

Eligibility

1. Any Santa Fe Fire Department employee may request hours from the sick leave bank if they have exhausted all of their sick and annual leave but would be eligible for Sick Leave as defined in Article 305.
2. The sick leave bank will operate on a case-by-case basis, with eligibility being based on the provisions of the Family and Medical Leave Act.

Process

1. The requesting employee will complete the sick leave bank request form.
2. Any Santa Fe Fire Department employee may donate sick leave, annual leave, and or personal holiday to the sick leave bank or individual member using the sick leave bank donations form. Personal holidays must be donated in full and must be used in the year they were earned. Donations will be strictly voluntary.
3. The donor must retain a combined balance of three hundred sixty (360) hours of sick and/or annual leave.
4. Leaves will be donated in blocks of not less than four (4) hours.
5. A union representative shall collect sick leave donation forms.
6. A union representative will submit completed sick leave donation forms to the City of Santa Fe Fire Department Administrative Manager or designee. A union representative shall coordinate the receipt and distribution of sick leave bank hours and maintain necessary records.

Use of Donated Sick Leave

1. Hours donated to the sick leave bank will be converted to a dollar amount based on the donating employee's rate of pay. Hours requested from the sick leave bank will be converted to the receiving employee's rate of pay.
2. Donations will be processed in the order in which the Office Administrative Manager or designee receives them. Once the requested hours have been met, all other donations will cease to be processed and held until such time as the requestor needs additional hours, or it is determined that no additional hours are needed. If additional hours are needed, the Administrative Manager or designee will process additional donation forms as needed. Once it has been determined that no additional hours are needed, the unprocessed donation forms will be destroyed.

3. Any hours processed but not used shall be retained by the Santa Fe Firefighters Association and stored in the sick leave bank.

ARTICLE 310-FUNERAL LEAVE

An employee shall be allowed up to seventy-two (72) hours of paid leave [or forty (40) hours for employees who work a Non-twenty-four (24) hour shift] in the event of the death of an immediate family member or significant other.

Immediate family/significant other means the parent, legal guardian, grandparent, spouse, child, sister or brother, father-in-law or mother-in law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece or nephew, aunt or uncle and grandchild of the employee, and shall also include persons residing in the employee's household.

Special or unusual circumstances shall be evaluated by the Employer on a case-by-case basis. The Employer shall make the final determination of eligibility for funeral leave in these cases.

Time will be charged to the employee in the following order until each has been exhausted:

1. Sick
2. Annual

ARTICLE 311-EDUCATIONAL LEAVE

The Employer agrees to grant up to six (6) hours per week to allow employees to attend "for credit" courses that are scheduled during normal working hours. Educational Leave shall not be deducted from the requesting member's Annual or Sick Leave but shall not be considered hours worked.

Educational Leave shall be used for time spent either in class or traveling to and from the educational institution.

Requests for Educational Leave shall be accepted once the vacation selection process for the coming year has been completed, or January 1 of that year, whichever comes first. Educational Leave shall be approved on a first-come, first served basis. In the event that requests for the same period of Educational Leave are received on the same day, the Battalion Chief shall award leave to the

Employee with the most departmental seniority first.

For staffing purposes only, Educational Leave shall be treated as Annual Leave and approved according to the guidelines established in Article 302 - Annual Leave Accrual and Use under the "Vacation Selection" and "Annual Leave/Personal Holiday Time Use" headings:

The Employer shall ask the employee to present proof of their enrollment in classes (i.e., a course schedule) for which they are requesting Educational Leave. Employees who enroll in such classes are required to have such proof available prior to requesting Educational Leave.

ARTICLE 312-FAMILY MEDICAL LEAVE ACT

The Employer and Union agree to follow the requirements of the current Family and Medical Leave Act with the following additions:

1. If the employee meets the requirements of the act, leave shall be paid utilizing sick leave until exhausted and then annual leave until exhausted.
2. After all leave has been exhausted, an employee can make a request for additional hours from the sick leave bank.

ARTICLE 313-MILITARY LEAVE

As per section 20-4-7 NMSA Military Leave statute Military Leave for National Guard and Reserves:

> "All state, county, municipal, school district and other public employees who are members of organized units of the Army or Air National Guard or Army, Air Force, Navy, Marine, or Coast Guard Reserves shall be given not to exceed fifteen working days' military leave with pay per federal fiscal year when they are ordered to duty for training, such leave to be in addition to other leave or vacation time with pay to which such employees are otherwise entitled."

On a case-by-case basis the Fire Chief upon approval of the City Manager may grant the employee additional days of paid military leave for periods of active duty or for training when he/she deems that such training or recall to duty will benefit the city by enabling that employee to better perform his/her duties required in

his/her city occupation.

Military Leave will not be considered a break in service for the purposes of promotions (Article 340) or seniority (Article 240).

ARTICLE 314-HONOR GUARD/ PIPES & DRUMS

The Employer shall grant on-duty Honor Guard and/or Pipes & Drums members Training Leave and grant off-duty members overtime when participating in an event requested by either management or The City of Santa Fe. All members shall be placed in Telestaff for staffing purposes.

The Employer agrees to grant Union Leave to on-duty members participating in an approved event not requested by management. The number of members shall not exceed eight (8) off per day. The Fire Chief may increase the number of members off at their discretion.

The Employer agrees to allow the use of the SFFD Class-A uniform to members of the Honor Guard participating in an event.

The Employer agrees to allow the use of the modified SFFD Pipes & Drums Class-A uniform to members of the Pipes & Drums band participating in an event.

The Employer agrees to allow the use of SFFD vehicles to members of the Honor Guard and/or Pipes & Drums if available.

Any member working overtime for a member of the Honor Guard and/or Pipes & Drums shall be compensated for a minimum of four (4) hours.

ARTICLE 315 COURT LEAVE

When, in accordance to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the City of Santa Fe Finance Department. In cases where employees are testifying against the City as the plaintiff or such appearances are for personal reasons, employees must use accrued annual, compensatory or personal holiday leave time.

A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be

remitted to the City of Santa Fe Finance Department.

An employee who is released from jury duty shall report to work upon release. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

At the employee's option, the hours of jury or court service may be taken as annual leave, provided the employee has sufficient leave available. An employee on annual leave will keep any compensation received from the jury or court service.

ARTICLE 320-ANNUAL LEAVE BUY BACK

The employer may buy back that portion of an employee's annual leave that exceeds his maximum carry over at the end of each calendar year provided the following criteria are met:

1. A maximum of one hundred twenty (120) hours can be sold back in any one year, provided the balance will remain at the maximum carryover rate at the end of each calendar year.
2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year, his or her intentions to sell back the annual leave in excess of the maximum carry-over balance.
3. If sufficient City funding is available.

ARTICLE 321-SICK LEAVE BUY BACK

The City may buy back sick leave on a yearly basis provided the following criteria are met:

A bargaining unit member shall have and/or maintain a minimum balance at the end of each calendar year of five hundred hours (500) if assigned to a Non-twenty-four (24) hour shift, or seven hundred hours (700) if assigned to a Twenty-four (24) hour shift position before a buy back may occur.

The member must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31, of each calendar year, their intentions to sell back sick leave.

A maximum of one hundred twenty (120) hours may be sold back in any one year, never allowing the balance to drop below the minimum.

The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.

If sufficient City funding is available.

ARTICLE 322-SICK LEAVE AT RETIREMENT

Sick Leave Buy Back:
Upon meeting all City and PERA requirements for retirement, a member may at their discretion be paid their accrued sick leave at a rate of one (1) hour for each two (2) hours of accrued leave. The rate shall be the employees' pay rate on the date of their retirement from the City.

The member exercising this option shall:

1. State in writing his/her intention to retire under this option to the Human Resources Director via the Fire Chief.

Sick Leave Acceleration:

1. An employee must state in writing his/her intention to retire to the Human Resources Director via the Fire Chief; 2. An employee shall not realize any type of salary increase during the period of conversion and buy-back.
2. Should an employee change his/her mind during this period he/she shall reimburse the City for monies paid in full.
3. All employees may utilize accrued sick leave at the time of retirement for the purpose of acceleration at a rate of one (1) hour for each two (2) hours of accrued sick leave.
4. Employees with ten (10) consecutive years of service with the Santa Fe Fire Department may utilize one thousand (1000) hours of accrued sick leave at one (1) hour for one (1) hour at the time of retirement. The remaining hours shall be used at a rate of one (1) hour for each two (2) hours of accrued sick leave.

ARTICLE 330-OVERTIME

The Employer and Union agree that all applicable Fair Labor Standards Act provisions found in Section 7(k) regarding compensation for hours worked are hereby incorporated as set forth in full. Calculations shall be based on a fourteen (14) day work period.

For Twenty-four (24) hour shift employees those hours worked in excess of 106 hours will be compensated at a rate of one and one-half.

For Non-twenty-four (24) hour shift employees those hours worked in excess of 80 hours will be compensated at a rate of one and one-half.

The Employer and Union agree that overtime shall be offered to bargaining unit members as described in this Article.

The employee's acceptance of the available overtime within the electronic staffing program commits that employee to that assignment for that given day. Unstaffed positions may be filled in advance.

When an unmanned position must be filled, the Employer shall offer members via "outbound" up to twenty-four (24) hours at a time until all shifts are filled.

Overtime lists shall be utilized in conjunction with Article 210-Staffing Levels. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Step 1 - Voluntary Overtime

Battalion Chiefs shall make every reasonable effort to fill all unstaffed assignments with voluntary overtime. Voluntary overtime shall be offered to members in the order they appear on the voluntary overtime list, which shall be organized as follows:

- Members within the classification of the position offered who have signed-up for overtime on the electronic staffing program, based on seniority, with the most senior member listed first.
- Members within the classification of the position offered, based on seniority with the most senior member listed first.
- Members signed-up for overtime on the electronic staffing program who

qualify for the position offered, based on seniority with the most senior member listed first.

The voluntary overtime list shall be utilized on a rotating name-by-name basis. Once an employee accepts voluntary overtime of over four (4) hours, their name shall be rotated to the bottom of the list.

Step 2 - All Stations Page

In the event overtime from the voluntary overtime list is not available, the Employer shall request voluntary overtime from all stations via an "all stations page". When more than one member on the shift volunteers to work, the first member to volunteer shall have priority. In the event it is unclear which member accepted the overtime hours first the more senior member shall have priority

Step 3 - Mandatory Overtime

In the event mandatory overtime is necessary, employees shall be ordered to fill vacancies that must be staffed in order to maintain minimum staffing criteria (as outlined in Article 210). Employees will be scheduled for mandatory overtime based on their appropriate classification as it appears in Telestaff. If insufficient "Tier 1" personnel are available to staff mandatory vacancies, "Tier 2" personnel shall be ordered to work. Additionally, "Tier 2" personnel shall be ordered to fill vacancies in lieu of 48-hour mandatory overtime if an insufficient amount of "Tier 1" personnel are available on the holdover list.

The mandatory overtime list shall consist of personnel scheduled to be at work the day before the unstaffed assignment must be filled and shall be organized with those employees classified in the electronic staffing program as "On-Duty" (code 001) first before other personnel. Other SFFD personnel may be utilized to fill mandatory overtime positions as necessary. The list shall be organized by classification with each employee listed in reverse seniority order. When the mandatory overtime list is used to fill an unmanned position, the name of the employee filling that position shall be rotated to the bottom of the list provided the employee filled a minimum of two (2) hours of mandatory overtime.

All affected on-duty personnel will be notified up to 168 (one-hundred sixty-eight) hours in advance prior to being ordered to fill mandatory overtime. The Employer will continue through Step 1 and Step 2 in an attempt to find voluntary overtime. Employees may be ordered to fill mandatory overtime more than (one-hundred sixty-eight) 168 hours before the affected shift in those cases where extra apparatus

will be placed in service for special events. The employee being ordered to work will be compensated at a rate of one and one-half times the employee's hourly rate per FLSA.

Overtime for Training/Classes

Mandatory Training:

Members shall be paid overtime for all Mandatory Training. Mandatory training shall be defined as that which is required for maintenance of a certification/licensure or classification, special skills, and training not specified in other areas of this contract. Mandatory training shall be compensated at a rate of one and one-half times the employee's hourly rate.

Voluntary Training:

Members attending classes approved by the Training Section shall receive compensation and/or be granted leave if requested and approved through the Fire Department training application procedure.

Members who attend classes that are approved and provided by the Training Section shall have those class hours considered as hours worked for the purpose of FLSA.

Leave for training will not affect FLSA compensation or overtime incurred prior to or after the conclusion of a training class.

ARTICLE 331 - SPECIAL SKILLS

The employer will pay a medical special skills base rate increase in the form of a flat forty cents ($0.40) per hour for those employees on Twenty-four (24) hour shifts and sixty cents ($0.60) for those employees on a Non-twenty-four (24) hour shift, for all bargaining unit members who maintain any one of the following:

1. New Mexico licensed EMT Intermediate
2. New Mexico licensed EMT Paramedic not serving as a classified Firefighter/Paramedic

ARTICLE 332-HOLIDAYS

The following Holidays are those that shall be recognized and observed as of the date this contract is executed:

1. New Year's Day, January 1 (Actual)
2. Martin Luther King's Birthday, (City observed)
3. Presidents Day, (Observed Friday after Thanksgiving)
4. Memorial Day, (City Observed)
5. Independence Day, July 4, (Actual)
6. Juneteenth (Actual)
7. Labor Day, (City Observed)
8. Fiesta, Four (4) Hours on Friday of Fiesta Weekend, (City Observed)
9. Columbus Day/Indigenous People's Day, (City Observed)
10. Armistice Day/Veteran's Day, (City Observed)
11. Thanksgiving Day, (Actual)
12. Christmas Day, (Actual)

A. Employees who work the above holidays shall be compensated at a rate two and one-half (2.5) times their regular hourly rate.

Use of Leave during a Holiday:

1. Employees who are scheduled to work on any of the holidays listed above utilize any type of leave for that day will be compensated for twenty-four (24) hours at their regular rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.
2. Employees who are scheduled to work on the holidays listed above and those who do use leave will not have that leave deducted from their leave balances. And will not be paid for time not worked.
3. Employees may not use a personal holiday as a form of leave on any of the above-listed holidays.

B. Shift employees who are not scheduled to work on the above listed holidays shall be compensated for twenty-four (24) hours at their regular hourly rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.

C. Non-24-hour employees who are not scheduled to work on the above listed

holidays shall be compensated for hours equal to their normal workday at their regular hourly rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.

ARTICLE 335-FIRE INSPECTORS DEPUTY FIRE MARSHALS STANDBY COMPENSATION

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive Twenty-four (24) hours pay at their regular base rate for each seven (7) day period. Assignments shall be in seven (7) day increments. The Fire Inspector or Deputy Fire Marshal assigned to the seven (7) day standby status may be assigned a take-home vehicle to use during the standby status.

Fire Inspectors or Deputy Fire Marshals who have completed their work shift and have gone home and then are called out to return to work shall receive a minimum of two (2) hours' pay.

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive four (4) additional hours pay at their regular base rate for each holiday falling within the assigned seven (7) day period.

This Article does not apply to Fire Inspectors or Deputy Fire Marshals who are scheduled to work Twenty-four (24) hour shifts.

ARTICLE 336-PER DIEM

1. Bargaining Unit members attending approved training or required to work out of town shall receive per diem as allowed by City of Santa Fe Rules and Regulations. If adequate funding is not available, members may at their discretion volunteer to attend out-of-town training without receiving per diem.
2. The Employer shall determine if the member is to receive the rate prescribed in the City Rules and Regulations or actual expenses. The Employer shall explain the reasons for its determination to the member.
3. Bargaining unit members may request a travel advance by completing the following City of Santa Fe forms:
    a. Request for Travel Advance/Payment Reconciliation.
    b. Travel Request for Authorization.
    c. Purchase Voucher.
    d. Itemized Schedule of Expenses.

The advance shall be eighty percent (80%) of the estimated amount. Remaining reimbursement shall be paid to the member within two weeks of a written request for reimbursement.

4. In order to receive advance payment, the bargaining unit member shall submit the completed forms to the Fire Department administrative office no later than fourteen (14) business days prior to the Monday of the week preceding the travel departure date.
5. Members working out of town on a deployment through the New Mexico Resources Mobilization Plan, Urban Search and Rescue, or other Emergency Management Assistance Compact are not eligible for per diem as described within this article.

ARTICLE 340-PROMOTIONAL POLICY

SECTION 1 - INFORMATION BY POSITION

General

- Years of service and years of experience are both a cumulative assessment
- Position Task Books have no expiration
- The "requirements for testing" are those things a member shall be due to be eligible for a testing process.
- The "qualifications for position" shall be obtained within a reasonable timeframe to perform in the position effectively once promotion has been appointed.
- If a member is offered a promotion and declines, the individual will move to the bottom of the promotional list.

Firefighter I

Years of Service: 1

- Current Position: Firefighter Trainee
- Requirements:
  - Cadet academy and probation
  - Completed FFI Task Book
- Testing Process: Successful completion of the Santa Fe Fire Department recruit academy and follow-up test out procedures shall indicate eligibility for the positions of Firefighter I.

Firefighter II

- Years of Service (In Current Position): 2 (1)
- Current Position: Firefighter I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Paramedic I

- Years of Service: 2
- Current Position:
  - If being hired as a licensed Paramedic: Firefighter Trainee

    - To be eligible for Paramedic School: Firefighter II and hold an AEMT License
- Requirements:
    - NM Paramedic License
    - Firefighter I requirements
    - Completed Paramedic Position Task Book: Task Book shall be opened a minimum of eight (8) months prior to testing, with continuous work done up until testing for Paramedic School.
- Testing Process:
    - For paramedic cadets: shall be tested throughout their academy for proficiency in Paramedic skills.
    - For members who have successfully completed all entrance requirements and been accepted to or are on a list of alternates for paramedic school: Shall consist of a practical evaluation and interview/ review panel.
- Qualifications for position: Candidates shall not be moved to the Paramedic I pay scale until they have completed all requirements for Paramedic licensure.
- In Exigent circumstances (i.e. Paramedic shortage), the "year of service" requirement may be reduced to one (1) year with approval from the LMC through a MOU.

Paramedic II

- Years of Service (In Current Position): 5 (3)
- Years of Service for members hired as Paramedic Firefighter Trainee (In Current Position): 4 (3)
- Current Position: Paramedic I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Rescue Technician

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
    - Rescue Operations
    - IFSAC Fire Apparatus: Driver (2026 on)
    - Completed Rescue Technician Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.

- Qualifications for position: Candidates shall not be used as a Rescue Technician until they have successfully completed the following:
    - Confined Space Technician
    - Rope Rescue Technician

Shift Engineer

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
    - IFSAC Fire Apparatus: Driver
    - IFSAC Fire Apparatus: Pumper
    - Completed Engineer Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete an Engineer Mentorship before working in the promoted position.

Engineer

- Years of Service: 4
- Current Position: Shift Engineer
- Requirements for testing: No further requirements.
- Testing Process: When a permanent station engineer assignment becomes available, a Shift Engineer shall be given an assignment without competition in the order they were promoted.

Inspector I

- Years of Service: 4
- Requirements: No further requirements.
- Current Position: Any recognized position.
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualification for position: Candidates shall successfully complete the following within six (6) months:
    - IFSAC Fire Inspector

- Apply for ICC Inspector I
- Qualification for Position: Candidates shall successfully complete the following within one (1) year:
  - Fire Origin & Cause
  - IFSAC Fire Investigator

Inspector II

- Years of Service {In Current Position): 4 ½ (½)
- Current Position: Inspector I
- Requirements:
  - IFSAC Instructor I
- Testing Process: There shall be no testing process.
- Qualification for position: Candidates shall successfully complete the following within one (1) year:
  - ICC Fire Inspector II

Deputy Fire Marshal

- Years of Service (In Current Position): 8 (2)
- Current Position: Inspector II
- Requirements for Testing:
  - IFSAC Fire Officer I (2026 on)
    - Individuals promoted in 2025 shall obtain Fire Officer I before 2027
  - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 – Intro to Fire and EMS Supervision and Management
  - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
  - ICS 300
  - ICC Certified Fire Plans Examiner

Lieutenant

- Years of Service (In Current Position): 6 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, EMS Captain, Health and Safety Captain, or Training Captain
- Requirements for testing:
    - Q0464 - ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 – Intro to Fire and EMS Supervision and Management
    - Q0297 - Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
    - Rescue Operations
    - IFSAC Fire Apparatus: Driver
    - IFSAC Fire Apparatus: Pumper
    - IFSAC Instructor I
    - IFSAC Company Officer I
    - Completed Lieutenant Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete a Company Officer Mentorship before working in the promoted position.
- Qualifications for position: Candidates shall successfully completed the following within one (1) year:
    - FAA ARFF Active
    - ICS 300

Captain

- Years of Service: 8
- Current Position: Lieutenant
- Requirements for testing:
    - Completed Captain Position Task Book
- Testing Process: Shall consist of a practical evaluation and an interview/ review panel.

Training Captain

- Years of Service (In Current Position): 8 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, EMS Captain, Health and Safety Captain, or Captain.

- Requirements for testing:
  - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 – Intro to Fire and EMS Supervision and Management
  - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
  - Rescue Operations
  - IFSAC Fire Apparatus: Driver
  - IFSAC Fire Apparatus: Pumper
  - IFSAC Instructor I
  - IFSAC Company Officer I
  - Completed Training Captain Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
  - ICS 300
  - IFSAC Instructor II
  - FDSOA Incident Safety Officer (2026 on)

Health and Safety Captain

- Years of service (in Current Position): 8 (2)
- Paramedic I or Paramedic II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, Captain, EMS Captain, or Training Captain.
- Requirements for testing:
  - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 – Introduction to Fire and EMS Supervision and Management
  - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
  - IFSAC Fire Apparatus: Driver
  - IFSAC Fire Apparatus: Pumper
  - IFSAC Instructor I
  - IFSAC Company Officer I
  - Rescue Operations

- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - ICS 300
    - IFSAC Instructor II
    - FDSOA Incident Safety Officer

EMS Captain

- Years of Service (In Current Position): 8 (2)
- Years of Service as a classified Paramedic: 3
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Lieutenant, Captain, Health and Safety Captain, Deputy Fire Marshal, or Training Captain.
- Requirements for testing:
    - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
    - Q0426 - Introduction to Fire and EMS Supervision and Management
    - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
    - IFSAC Fire Apparatus: Driver (2027 on)
    - IFSAC Fire Apparatus: Pumper (2027 on)
    - IFSAC Instructor I
    - IFSAC Company Officer I
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
    - ICS 300
    - FDSOA Incident Safety Officer
    - Must obtain and maintain FP-C or CCP-C
    - Must obtain and maintain BLS, ACLS, and PALS Provider or Instructor card

SECTION 2 PROMOTIONAL TESTING PROCESS

Minimum Shift Complement

Promotions will fill the following field staff positions on each shift, which shall constitute the Minimum Shift Complement:

- Six (6) Captains
- Two (2) Lieutenants
- Six (6) Engineers
- Two (2) Shift Engineers
- Four (4) Rescue Technicians

As stated in Article 210, "in the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, changes to the minimum shift complement will be addressed in Labor Management Committee or negotiations. A vacancy shall be defined as a position that does not have an appropriately classified member assigned to it. Whenever a vacancy puts a shift below Minimum Shift Complement, the Fire Chief or their designee shall immediately promote personnel from an existing respective eligibility list to fill any such vacancy, or initiate scheduling of testing as described below.

Scheduling of Testing

When a vacancy exists and there is no current eligibility list for that classification, the scheduling of additional promotional testing will be decided by mutual agreement of both parties in the Labor-Management Committee per Article 220. Members must have a minimum thirty (30) days' notification in advance of any such additional testing.

At minimum, promotional testing for the position of Lieutenant shall take place annually in October.

Announcement

Advertising All positions for which a testing process is required shall be advertised within the City of Santa Fe Fire Department. The announcement shall be posted and applications accepted for not less than fourteen (14) calendar days.

Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications. The Human Resources Department shall notify all applicants of their eligibility for testing after application reviews.

Written Test

A written test shall be a validated multiple-choice test administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor.

The candidate's test score shall be the total percentage of correct answers.

The Employer shall post a current list of reference material from which all written examination questions will be derived. If the Employer wishes to add to, amend, or remove any of the reference material utilized to generate a written examination, they must give six (6) months' notice prior to administering any such written examination.

Practical Evaluation

Shall be developed and administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor. ALL testing will be approved by City of Santa Fe Human Resources prior to the start of the testing process.

Practical Evaluations may include:

- Oral presentations
- Practical skills demonstrations
- Assessment centers

Candidates shall be provided with a list of skills to be evaluated at the time they are notified of their eligibility.

Interview/ Review Panel

Shall consist of both management and union members. The Fire Chief shall select one (1) Assistant Chief, and one (1) Battalion Chief level position for the panel. The Union President shall select one (1) individual in the rank of the position being tested for, one (1) individual in the rank of the position being tested for or higher, and one (1) union representative. The union representative is not to evaluate/score the candidates. The union representative is to ensure transparency and fairness in the testing process.

The interview questions for Engineer, Rescue Technician, Lieutenant, and Captain shall be developed by a Battalion Chief assigned by the Assistant Chief of Operations.

The interview questions for Training Captain shall be developed by the Training Officer.

The interview questions for Paramedic School and EMS Captain shall be developed by the Medical Officer.

The interview questions for Fire Inspector I and Deputy Fire Marshal shall be developed by the Fire Marshal.

The interview questions for Health and Safety Captain shall be developed by the Health and Safety Officer.

The panel shall be limited to reviewing only the Candidate's Training File and Personnel File located at Fire Station #1.

Passing Score

The minimum passing score on a written test shall be eighty (80%) with the written test being pass or fail. Candidates shall pass the written test to perform in the practical evaluation.

The minimum passing score on the total practical evaluation shall be eighty percent (80%) with the practical evaluation being pass or fail.

The minimum passing score on the interview/ review panel shall be eighty percent (80%).

A candidate may be provided up to two testing opportunities to pass a promotional test per year, but only if the scheduling of additional promotional testing is warranted as described within this article.

Eligibility Pool

All candidates who pass the required promotional testing shall be placed in the eligibility pool. The Fire Chief or designee shall notify all candidates that they have moved into the eligibility pool within five (5) days of receiving the results. The Eligibility Pool shall be effective until it is exhausted, or from the last day of the previous month from when it was created.

The interview/review panel shall provide a list of the top three (3) candidates in the eligibility pool after the promotion(s) have been filled.

Candidates who fail any portion of the testing process or are not recommended for promotion shall not be placed in the eligibility pool.

Promotions

The Fire Chief shall utilize the eligibility pool and the recommendation from the interview/ review panel when selecting personnel for promotion and factors such as leadership style and qualities, team fit, team dynamics specialized skills, operational needs, experience, recent performance, or other job-related factors.

Promotions shall be effective no later than the first day of the first full pay period after a vacancy has occurred. The Fire Chief shall document the reasons for all final selections.

If a vacancy occurs ninety (90) days after the last interview/review panel, the Fire Chief shall utilize the eligibility pool to conduct an interview/review panel for the open vacancy as long as the eligibility pool is still active. Whenever a new vacancy occurs, and the eligibility pool is not active or expired, the Fire Chief shall conduct a new testing process.

Qualifying for Position

All promotions are probationary and contingent upon the member qualifying for the position as described in Section 1 of this Article. Failure to qualify for the position will result in the member being demoted to the position that they held immediately prior to the promotion offers. Failure can occur due to the following reasons:

1. Denying or missing the opportunity to take a course required within this article when given the opportunity to do so by the city.
2. Failing a course required within this article.
3. Not completing a requirement within this article when given the opportunity to do so by the city.

Feedback

Candidates shall be given the opportunity to review the following from the testing process:

- Written score
- Comments from the evaluators on the practical evaluation
- Comments from the interview/ review panel
- Opportunity to meet the Chiefs from the interview/ review panel and or Fire Chief

ARTICLE 345-INSURANCE BENEFITS

Section 1 - Medical Coverage

The employer shall continue to offer a medical coverage plan. The Employer will pay an amount equal to seventy-six- and one-half percent (76.5%) of the cost of the group medical insurance currently offered by the Employer. Insurance co-pays shall remain the same or lower unless the Group Benefits Advisory Committee for City Employees recommends that they be raised and both parties agree to such a raise.

Section 2 - Dental Coverage

The Employer shall continue to offer a dental coverage plan. The Employer will pay an amount equal to sixty five percent (65%) of the cost of the group dental insurance currently offered by the Employer. If the plan is changed as a result of a new contract or provider, any change in premiums shall be equally applied to both the Employer and Employee. A representative of the Union may participate in the proposal evaluation committee if the city considers changes in the current dental programs.

Section 3 - Retiree Medical Coverage

The Employer shall continue to contribute to the New Mexico Retiree Health Care Authority. Employees shall be assessed in accordance with the New Mexico Retiree Health Care Authority requirements. The Employer shall contribute in accordance with the New Mexico Retiree Health Care Authority requirements. At the time of retirement from the city, the Employee has the option to enroll in the retiree medical coverage plan.

Section 4 - Term Life Insurance

The employer shall continue to provide a term life insurance plan with basic life insurance coverage of $10,000 included as part of the medical plan and premium. The employer shall continue to offer optional supplemental term life insurance coverage offered independently of the medical coverage. The supplemental term life insurance benefit shall be based on two (2) times the employee's annual base salary with the employer paying an amount equal to sixty percent (60%) of the cost of the purchase of the group life insurance. Any percent of premium change charged by the provider shall be applied to both the employer and the employee.

Section 5 - Other Insurance Programs

The employer shall continue to provide other insurance plans, such as but not limited to, universal life, long-term disability, cancer, intensive care, family life coverage, and prepaid legal. The insurance premiums shall be payroll deducted. Employees may subscribe to these plans at the rates prescribed by the insurance providers. Insurance shall be offered or continue to be offered only if at least ten percent (10%) of the employees elect to work with a particular firm.

Section 6 - Premium Only Plan

The employer shall continue to provide an optional premium only plan (POP) in

which the medical premiums paid by the employee are tax deferred. The program shall comply with all IRS rules and any changes to those rules.

The Union shall participate on the Group Insurance Benefits Advisory Committee for City Employees, or any other committee formed to establish, evaluate, select, and/or recommend group insurance coverage including, but not limited to, medical, dental, or vision plans. Each Union shall participate and have one vote on such a committee.

There shall be no alterations to the plans or programs described in the sections above prior to the consideration of and recommendations made by such a committee.

ARTICLE 350-WAGE/SALARY SURVEY

The Union shall be permitted to address in person and in writing any consultant employed by the Employer for the purpose of studying and/or recommending changes to the City's classification and compensation system.

ARTICLE 360-CITY OF SANTA FE PICK-UP OF EMPLOYEE PERA CONTRIBUTIONS

The city will pick up seventy-five percent (75%) of the employee s total contribution rate.

ARTICLE 361-BASE RATE ADJUSTMENT (FISCAL YEAR 2024/2025)

Bargaining unit employees shall receive a zero (0) percent salary increase effective the first full pay period in fiscal year 2024/2025 following approval of this agreement by the City's Governing Body.

ARTICLE 362-COST OF LIVING ADJUSTMENT (FISCAL YEAR 2025/2026)

All bargaining unit members shall receive a three percent (3%) salary increase to their base salary effective the first full pay period of July 2025.

ARTICLE 363-TIME IN SERVICE STEP INCREASE

Section 1

Each bargaining unit member will receive a time in service increase effective at the beginning of the first pay period after reaching his or her anniversary date. This is a forward progression based on years of service of one letter grade as reflected on the Pay Plan (Article 370). Members who remain employed longer than the years accounted for in the Pay Plan shall receive a one percent (1%) time in service increase for each year they remain employed beyond the last year accounted for in the Pay Plan.

ARTICLE 364-PAYROLL DISCREPANCIES

In the event an employee has a payroll discrepancy, the City shall evaluate and respond within seven (7) business days with a course of action and/or request for any additional clarification. The City shall make every effort to correct in a timely manner.

ARTICLE 370- PAY PLAN

To calculate an average base annual salary, multiply by 2912 for shift employees. To calculate an average base annual salary, multiply by 2080 for non-shift employees.

Pay Plan Effective July 5, 2025

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Position Title															
Firefighter I (F101)	21.5859	21.8017	22.0197	22.2399	22.4623	22.687	22.9138	23.143	23.3744	23.6081	23.8442	24.0827	24.3235	24.5667	24.8124
Firefighter II (F102)	22.6652	22.8919	23.1208	23.352	23.5855	23.8214	24.0596	24.3002	24.5432	24.7886	25.0365	25.2869	25.5397	25.7951	26.0531
Paramedic I (F105)	25.5843	25.8402	26.0986	26.3596	26.6232	26.8894	27.1583	27.4299	27.7042	27.9812	28.261	28.5436	28.8291	29.1174	29.4085
Paramedic II (F106)	26.6073	26.8734	27.1421	27.4136	27.6877	27.9646	28.2442	28.5267	28.8119	29.1	29.391	29.685	29.9818	30.2816	30.5844
Engineer (F103)	24.5625	24.8081	25.0562	25.3067	25.5598	25.8154	26.0736	26.3343	26.5976	26.8636	27.1322	27.4036	27.6776	27.9544	28.2339
Rescue Tech (F103)	24.5625	24.8081	25.0562	25.3067	25.5598	25.8154	26.0736	26.3343	26.5976	26.8636	27.1322	27.4036	27.6776	27.9544	28.2339
Inspector I (F104)															
Non 24hr (F104a)	34.6831	35.03	35.3803	35.7341	36.0914	36.4523	36.8169	37.185	37.5569	37.9324	38.3118	38.6949	39.0818	39.4727	39.8674
24 hr (F104b)	24.7736	25.0213	25.2716	25.5243	25.7795	26.0373	26.2977	26.5607	26.8263	27.0945	27.3655	27.6391	27.9155	28.1947	28.4766
Inspector II (F105)															
Non 24hr (F105a)	35.8181	36.1763	36.538	36.9034	37.2725	37.6452	38.0216	38.4019	38.7859	39.1737	39.5655	39.9611	40.3607	40.7643	41.172
24 hr (F105b)	25.5843	25.8402	26.0986	26.3596	26.6232	26.8894	27.1583	27.4299	27.7042	27.9812	28.261	28.5436	28.8291	29.1174	29.4085
Deputy Fire Marshall Non 24hr (F107)	40.791	41.1989	41.6109	42.027	42.4472	42.8717	43.3004	43.7334	44.1708	44.6125	45.0586	45.5092	45.9643	46.4239	46.8882
Lieutenant (F107)	29.1364	29.4277	29.722	30.0192	30.3194	30.6226	30.9289	31.2382	31.5505	31.866	32.1847	32.5065	32.8316	33.1599	33.4915
Captain (Training, Health and Safety, EMS) (F108)															
Non 24hr (F108a)	42.3299	42.7532	43.1807	43.6125	44.0486	44.4891	44.934	45.3833	45.8372	46.2955	46.7585	47.2261	47.6984	48.1753	48.6571
24 hr (F108b)	30.2356	30.538	30.8433	31.1518	31.4633	31.7779	32.0957	32.4167	32.7408	33.0682	33.3989	33.7329	34.0702	34.4109	34.755
Year	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**
Position Title															
Firefighter I (F101)	25.0606	25.3112	25.5643	25.8199	26.0781	26.3389	26.6023	26.8683	27.137	27.4084	27.6825	27.9593	28.2389	28.5213	28.8065
Firefighter II (F102)	26.3137	26.5768	26.8426	27.111	27.3821	27.6559	27.9325	28.2118	28.4939	28.7789	29.0667	29.3573	29.6509	29.9474	30.2469
Paramedic I (F105)	29.7026	29.9996	30.2996	30.6026	30.9086	31.2177	31.5299	31.8452	32.1636	32.4853	32.8101	33.1382	33.4696	33.8043	34.1424
Paramedic II (F106)	30.8903	31.1992	31.5112	31.8263	32.1445	32.466	32.7906	33.1186	33.4497	33.7842	34.1221	34.4633	34.8079	35.156	35.5076
Engineer (F103)	28.5162	28.8014	29.0894	29.3803	29.6741	29.9708	30.2705	30.5733	30.879	31.1878	31.4997	31.8147	32.1328	32.4541	32.7787
Rescue Tech (F103)	28.5162	28.8014	29.0894	29.3803	29.6741	29.9708	30.2705	30.5733	30.879	31.1878	31.4997	31.8147	32.1328	32.4541	32.7787
Inspector I (F104)															
Non 24hr (F104a)	40.266	40.6687	41.0754	41.4862	41.901	42.32	42.7432	43.1707	43.6024	44.0384	44.4788	44.9236	45.3728	45.8265	46.2848
24 hr (F104b)	28.7615	29.0491	29.3396	29.633	29.9293	30.2286	30.5309	30.8362	31.1445	31.456	31.7706	32.0883	32.4091	32.7332	33.0606
Inspector II (F105)															
Non 24hr (F105a)	41.5836	41.9995	42.4195	42.8437	43.2721	43.7048	44.1419	44.5833	45.0291	45.4794	45.9342	46.3935	46.8575	47.3261	47.7993
24 hr (F105b)	29.7026	29.9996	30.2996	30.6026	30.9086	31.2177	31.5299	31.8452	32.1636	32.4853	32.8101	33.1382	33.4696	33.8043	34.1424
Deputy Fire Marshall Non 24hr (F107)	47.3571	47.8307	48.309	48.7921	49.28	49.7728	50.2705	50.7732	51.281	51.7938	52.3117	52.8348	53.3632	53.8968	54.4358
Lieutenant (F107)	33.8265	34.1648	34.5064	34.8515	35.2	35.552	35.9075	36.2666	36.6292	36.9955	37.3655	37.7391	38.1165	38.4977	38.8827
Captain (Training, Health and Safety, EMS) (F108)															
Non 24hr (F108a)	49.1436	49.6351	50.1314	50.6327	51.139	51.6504	52.1669	52.6886	53.2155	53.7477	54.2851	54.828	55.3763	55.93	56.4893
24 hr (F108b)	35.1026	35.4536	35.8081	36.1662	36.5279	36.8931	37.2621	37.6347	38.011	38.3912	38.7751	39.1628	39.5544	39.95	40.3495

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representative.

Alan Webber, Mayor — Date

Emily Oster, Finance Director — Date

ATTEST:

Geralyn Cardenas, City Clerk — Date

APPROVED AS TO FORM:

christopher W. Ryan
christopher W. Ryan (Jun 2, 2025 18:09 MDT)
Chris Ryan, Assistant City Attorney — 06/02/2025 Date

Santa Fe Firefighters Association – IAFF Local 2059

Charles Gonzales (Jun 3, 2025 09:12 MDT)
Charles Gonzales, President — 06/03/2025 Date

Derrek Cowell (Jun 3, 2025 09:11 MDT)
Derek Cowell, Secretary — 06/03/2025 Date

24-0435_Collective_Bargaining_Agreement_-_2024-2027

Final Audit Report 2025-06-03

Created:	2025-06-03
By:	VICTORIA VELARDE (vevelarde@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4FSI_qzX7TLHGyTC_XYBBSKN0-Qah0wk

"24-0435_Collective_Bargaining_Agreement_-_2024-2027" History

Document created by VICTORIA VELARDE (vevelarde@santafenm.gov)
2025-06-03 - 0:04:20 AM GMT- IP address: 63.232.20.2

Document emailed to cwryan@santafenm.gov for signature
2025-06-03 - 0:07:04 AM GMT

Email viewed by cwryan@santafenm.gov
2025-06-03 - 0:08:32 AM GMT- IP address: 104.47.65.254

Signer cwryan@santafenm.gov entered name at signing as christopher W. Ryan
2025-06-03 - 0:09:41 AM GMT- IP address: 63.232.20.2

Document e-signed by christopher W. Ryan (cwryan@santafenm.gov)
Signature Date: 2025-06-03 - 0:09:43 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-06-03 - 0:09:43 AM GMT

Powered by Adobe Acrobat Sign

Amendment 1 - CBA between City of SF and IAFF (OCR)

Final Audit Report 2025-06-03

Created:	2025-06-03
By:	VICTORIA VELARDE (vevelarde@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfYcfQHJKIB40VNmKVO57mqexF6zn8muY

"Amendment 1 - CBA between City of SF and IAFF (OCR)" History

Document created by VICTORIA VELARDE (vevelarde@santafenm.gov)
2025-06-03 - 2:57:33 PM GMT- IP address: 63.232.20.2

Document emailed to dccowell@santafenm.gov for signature
2025-06-03 - 3:00:46 PM GMT

Email viewed by dccowell@santafenm.gov
2025-06-03 - 3:09:43 PM GMT- IP address: 166.137.163.32

Signer dccowell@santafenm.gov entered name at signing as Derrek Cowell
2025-06-03 - 3:11:20 PM GMT- IP address: 166.137.163.32

Document e-signed by Derrek Cowell (dccowell@santafenm.gov)
Signature Date: 2025-06-03 - 3:11:22 PM GMT - Time Source: server- IP address: 166.137.163.32

Document emailed to cmgonzales@santafenm.gov for signature
2025-06-03 - 3:11:35 PM GMT

Email viewed by cmgonzales@santafenm.gov
2025-06-03 - 3:11:57 PM GMT- IP address: 166.137.163.65

Signer cmgonzales@santafenm.gov entered name at signing as Charles Gonzales
2025-06-03 - 3:12:56 PM GMT- IP address: 166.137.163.65

Document e-signed by Charles Gonzales (cmgonzales@santafenm.gov)
Signature Date: 2025-06-03 - 3:12:58 PM GMT - Time Source: server- IP address: 166.137.163.65

Agreement completed.
2025-06-03 - 3:12:58 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Date: June 5, 2025

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Jun 5, 2025 11:26 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM, Capital Projects Manager RGM

ACTION:
Request for Ratification of Third Amendment to Cooperative Project Agreement Item #24-0019 with the New Mexico Department of Transportation to Extend the Term through June 30, 2027 to Complete the Engineering Design of S100470 St. Michael's Drive-Rail Trail Underpass Project. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:
The New Mexico Department of Transportation (NMDOT) required the attached Amendment No. 3 for NMDOT execution by first week of June for project design funding of $1M. Since the deadline is before the next Governing Body (GB) meeting on June 11, Staff requested City Manager approval of the amendment via SFCC 2-4.6.B and agreement to be ratified at the GB meeting.

Started in 2022, the engineering design of S100470 St. Michael's Drive-Rail Trail Underpass project was funded with $1M from the federal Highway Safety Improvement Program. The design includes complex right-of-way requirements, proximity to the New Mexico Rail Runner Express tracks, extensive utility relocations, public perception of safety in an underpass, and maintenance issues caused by homelessness, etc. The design is currently at 60% and ready for NMDOT and Rio Metro review. The NMDOT acknowledges the delay was caused by the complexity and number of involved agencies. Hence, a two-year extension to the Cooperative Project Agreement has been granted.

FUNDING SOURCE:
Fund Name/Number: New Mexico Department of Transportation S100470
Munis Org Name/Number: Streets Roadways / 3309980
Munis Object Name/Number: WIP Design/ 572960
PLID: ENG18330E- Design

ATTACHMENT:
City Manager Approved Third Amendment

Docusign Envelope ID: 368722CD-081D-48B1-81A1-002C1C8ACD02

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100470**
CFDA No:	**20.205- Highway Planning & Construction**

THIRD AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This **Third Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D18446, on 02/28/2020; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

1. **Section 4, Term**, is deleted and replaced with the following:

> **4. Term.**
> This Agreement is effective on **2/28/2020**. This Agreement terminates on **9/30/2027**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

2. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Third Amendment.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: DocuSigned by: Sundeyeet kaur CBDDE719FE734A2... Date: 04/30/25
Assistant General Counsel

City of Santa Fe

By: Mark Scott (Jun 3, 2025 16:27 MDT) Date: 06/02/2025
CITY OF SANTA FE City Manager

Signed pursuant to SFCC 11-4(F)(2)

By: Emily K. Oster Date: 06/03/2025
CITY OF SANTA FE Finance Director

ATTEST

By: ANDREA SALAZAR (Jun 2025 21:55 MDT) Date: 06/03/2025
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Kevin L. Nault Kevin L. Nault (May 21, 2025 09:45 MDT) Date: 05/20/2025
Assistant City Attorney

By:

_____
Alan Webber, Mayor, Signed pursuant to SFCC 11-4(F)(2)

Attest:

See previous page
_____
Andreá Salazar, City Clerk

Approved as to Form:

See previous page
_____
Marcos Martinez, Senior Assistant City Attorney

Approved for Finances:

See previous page
_____
Emily Oster, Finance Director

Docusign Envelope ID: 368722CD-081D-48B1-81A1-002C1C8ACD02

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (UEI);	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 9/30/2027.**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$949,497**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass. The proposed project identified through the RSA is the following: Design and Construct a trail underpass. Point location at Milepost 10**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@dot.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

Form No. A-1361
Rev. 9/2021
Owner: POD

Project End Date Selection
Program Areas - Calendar Day Projects

The Project end date is the final date recorded in the project agreement when the NMDOT may incur direct costs on the project to be eligible for Federal-aid reimbursement. Also, referred to as the period of performance end date or project agreement end date. Project end date is the applicable field in FMIS.

Control Number: S100470
District: D5

Agreement end date: 03/31/22
180
Calendar Days allowed to Final (Program Areas): 90
Calendar Days allowed to Final (POD): 30

Original Final End Date: 01/25/23

Program Area Target to POD: 06/26/28

POD Approved: APPROVED
By Jacqulynn Hurtado at 11:03 am, Apr 16, 2025

Date: _____

Project End date extension request

Program Area

	Final End Date:	01/25/23
*	**Request for extension:**	2009
	New End Date:	07/26/28

* Requires documentation to be attached.

Program Area Director: _____

POD

New End Date	07/26/28
Final FHWA End Date:	07/26/28

POD Director: _____

Amendment #1 added 665 days
Amendment#2 adding 552 days
Amendment #3 adding 792 days due to The engineering design of this project is proving to be much more complex than what was depicted in the Road Safety Audit (RSA) conducted in 2014 and 2015. The right-of-way, project proximity to the Railrunner, massive amount of utility relocations, bicyclists' perception of safety, maintenance issues caused by homelessness, appropriate funding, etc. were complex but integrated factors that were never considered in the RSA.

ITEM # 20-0042

Contract No.: D18446
Vendor No.: 0000054360
Control No.: S100470

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100470 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2020 CONGESTION MITIGATION/AIR QUALITY-MAND(CMAQ) Funds**
   Department's 85.44% share $243,503
   St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100470.)
2. City**'s matching 14.56% share** $41,496
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $284,999

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with the terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
d. 49 CFR Part 20, Lobbying Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: http://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA_Handbook_Final_Version_3-4-2019.pdf
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on 3/31/2022. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in a writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Sharon R. Cruz
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-660-3541
E-mail: sharonr.cruz@state.nm.us

District T/LPA Coordinator
Paul Brasher
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 505-469-2194
E-mail: paul.brasher@state.nm.us

Construction Liaison Engineer
Sherman Peterson
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, New Mexico
Office: 505-321-8380
E-mail: sherman.peterson@state.nm.us

Local Agency
John Romero
Engineer Supervisor
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6672
E-mail: jjromero1@ci.santa-fe.nm.us

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: 2/28/20
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Chant Date: 10-31-19
Assistant General Counsel

CITY OF SANTA FE

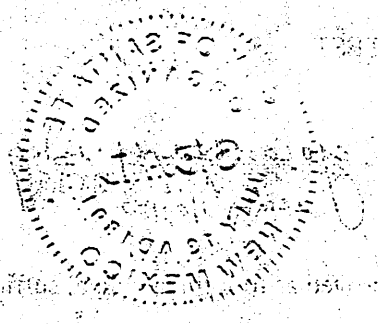
By: _____ Date: 2/3/20
Mayor

ATTEST

By: Yolanda Y. Vigil Date: 2-4-20
CITY OF SANTA FE Clerk
ccmtg 1/29/20

Approved as to form and legal sufficiency by the City's Attorney

By: _____ Date: 11/12/19
CITY OF SANTA FE Attorney



APPROVED:

MARY MCCOY, FINANCE DIRECTOR
CITY OF SANTA FE

Date: 1/30/20

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 3/31/2022 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$243,503**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Federal Highway Administration (FHWA)**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

EXHIBIT B

Uniform Administrative Requirements and Audit
23 CFR 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publically available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Data Universal Number System (DUNS) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- DUNS number of the Local Agency and its parent organization, if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General

appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:

a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

Contract No.:	D18446/1
Vendor No.:	**0000054360**
Control No.:	**S100470**
CFDA No:	**20.205- Highway Planning & Construction**

FIRST AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This **First Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D18446, on February 28, 2020; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to modify funding; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

1. **Section 1, Project Funding and Description**, is deleted and replaced by the following:

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2020 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $243,503
   St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)
2. **City's matching 14.56% share** $41,496
   For the purpose stated above.
3. **The Total Project Funding for DesignWork** $284,999

4. **FFY 2021 HWY SAFETY IMPROV PROG (HSIP) Funds**
   Department's 90% share $620,794
   St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)
5. **State's matching 10% share** $68,977
   For the purpose stated above.
6. **The Total Project Funding for DesignWork** $689,771

7. **FFY 2021 HWY SAFETY IMPROV PROG (HSIP) Funds**
   Department's 90% share **$85,200**
   Right of Way St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)
8. **State's matching 10% share** $9,467
   For the purpose stated above.
9. **The Total Project Funding for DesignWork** $ 94,667

10. **The total Project Funding** $ 1,069,437

2. **Section 4, Term**, is deleted and replaced with the following:

   4. Term.
   This Agreement is effective on February 28, 2020. This Agreement terminates on **01/25/2024**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

3. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Justin Reese (Sep 27, 2021 12:00 MDT) Date: Sep 27, 2021
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Craig C Kling (Sep 16, 2021 16:28 MDT) Date: Sep 16, 2021
Assistant General Counsel

City of Santa Fe

By: Date: 9/17/2021

ATTEST

By: Date: 9/17/2021
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Marcos Martinez (Sep 17, 2021 07:57 MDT) Date: Sep 17, 2021
Attorney

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 1/25/2024 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$949,497**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

DocuSign Envelope ID: 1898DB21-3A09-4851-A6AB-8A56D995ABAD

Contract No.:	D18446/2
Vendor No.:	**0000054360**
Control No.:	**S100470**
CFDA No:	**20.205- Highway Planning & Construction**

SECOND AMENDMENT TO COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This **Second Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D18446, on 02/28/2020; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

1. **Section 4, Term**, is deleted and replaced with the following:

   Term.
   This Agreement is effective on **02/28/2020**. This Agreement terminates on **06/30/2025**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

2. **Exhibit A** is deleted and replaced with the attached Exhibit A.

   All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Second Amendment.

The remainder of this page is intentionally left blank.

DocuSign Envelope ID: 1898DB21-3A09-4851-A6AB-8A56D995ABAD

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Digitally signed by Ricky Serna Date: 2024.01.25 15:39:22 -07'00' Date: 1/25/24

Cabinet Secretary or Designee

Reviewed and approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____ DocuSigned by: 3B493BD37FBC44A... Date: 1/18/2024

Assistant General Counsel

City of Santa Fe

By: John Blair John Blair (Jan 24, 2024 17:36 CST) Date: Jan 24, 2024

John Blair, City Manager, signed pursuant to SFCC 11-4(F)(2)

ATTEST

By: Geralyn Cardenas (Jan 25, 2024 08:45 MST) Date: Jan 25, 2024

Geralyn Cardenas, Interim City Clerk

XIV

Approved as to form and legal sufficiency by the City's Attorney's Office.

By: Marcos Martinez Marcos Martinez (Jan 22, 2024 13:41 MST) Date: Jan 22, 2024

Senior Assistant City Attorney

Approved for finances.

By: Emily K. Oster Emily K. Oster (Jan 24, 2024 16:21 MST) Date: Jan 24, 2024

Finance Director

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (UEI);	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 06/30/2025.**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$949,497**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

CITY OF SANTA FE

Memorandum

Date: May 13, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: Notifying the County Clerk of a Regular Local Election on November 4, 2025

EXECUTIVE SUMMARY:

The proposed resolution would notify the Santa Fe County Clerk that the regular election ton November 4, 2025, will include elections for one City Councilor from each council district and the Mayor of the City of Santa Fe, each for a four-year term.

BACKGROUND:

Pursuant to SFCC 1987, Section 9-1.6(A), the Governing Body is required to adopt an election resolution no earlier than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the date of the regular municipal election. The City must deliver the notification of the election resolution to the Santa Fe County Clerk pursuant to NMSA 1978, Section 1-22-4(A).

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

NOTIFYING THE COUNTY CLERK OF THE COUNTY OF SANTA FE THAT THE REGULAR LOCAL ELECTION ON NOVEMBER 4, 2025, INCLUDES ELECTIONS FOR ONE CITY COUNCILOR FROM EACH COUNCIL DISTRICT AND THE MAYOR OF THE CITY OF SANTA FE.

WHEREAS, SFCC 1987, Section 9-1 (the "Election Code"), Subsection 6(A), requires the Governing Body to adopt an election resolution no earlier than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the date of the regular municipal election; and

WHEREAS, the same Subsection of the Election Code requires the election resolution to list the positions the election will fill and provides that the resolution serves as the "election proclamation" referred to in Section 4.03(C) of the Santa Fe Municipal Charter; and

WHEREAS, the same Subsection of the Election Code requires the City to deliver the resolution to the Santa Fe County Clerk, pursuant to NMSA 1978, Section 1-22-4(A).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. POSITIONS TO BE FILLED. The regular local election on Tuesday, November 4, 2025, shall fill the following positions:

A. The Mayor of the City of Santa Fe for a four-year term;

B. One City Councilor from District 1 for a four-year term;

C. One City Councilor from District 2 for a four-year term;

D. One City Councilor from District 3 for a four-year term; and

E. One City Councilor from District 4 for a four-year term.

Section 2. NOTICE TO COUNTY CLERK. The City Clerk shall deliver this Resolution to the Santa Fe County Clerk, as the notice required pursuant to NMSA 1978, Section 1-22-4(A), on or before July 7, 2025.

PASSED, APPROVED, and ADOPTED this ____ day of ____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (May 21, 2025 13:31 MDT)

ERIN K. McSHERRY, CITY ATTORNEY ‘

Legislation/2025/Resolutions/Notice of a Regular Local Election 2025

FIR No. 10669.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Notifying the County Clerk of a Regular Local Election on November 4, 2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 3/26/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: Erin McSherry **Date:** 05/21/2025
Erin McSherry (May 21, 2025 13:31 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 05/22/2025

Summary:
The proposed resolution notifies the Santa Fe County Clerk of the positions the regular local election on November 4, 2025 will fill the four-year terms for one City Councilor from each council district and the Mayor of the City of Santa Fe.

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City will not notify the County Clerk the positions the regular local election on November 4, 2025 will fill, violating SFCC 1987, Section 9-1.6(A), which requires the Governing Body to adopt a resolution no earlier than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the date of the regular local election.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
SFCC 1987, Section 9-1.6(A). NMSA 1987, Section 1-22-4(A) requires the City to notify the county clerk of all local government positions that the next regular election will fill.

Performance and Administrative Implications:
The Resolution requires the City Clerk to send the resolution to the Santa Fe County Clerk.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:
ANDREA SALAZAR (May 12, 2025 11:16 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 12, 2025

To: Governing Body and Quality of Life Commitee

From: Andréa Salazar, City Clerk AS

RE: Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays

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EXECUTIVE SUMMARY:

The proposed resolution would grant permission to As Above, So Below distillery to serve beer and wine at the Railyard Plaza Summer Scene Concerts Sponsored by IndigenousWays on City of Santa Fe ("City") property, in the Railyard Plaza, on August 15, 2025.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the Railyard Plaza Summer Scene Concerts sponsored by IndigenousWays;
- the location is the Railyard Plaza;
- the date is August 15, 2025;
- the alcohol served will be beer and wine;
- 500 to 1,000 attendees are expected;
- a Public Celebration Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in the amount of not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE RAILYARD PLAZA SUMMER SCENE CONCERT SPONSORED BY INDIGENOUSWAYS ON AUGUST 15, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2, governs the consumption of alcohol on City property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the Railyard Plaza Summer Scene Concert event series has taken place annually for sixteen (16) years; and

WHEREAS, the Railyard Plaza Summer Scene Concert on August 15, 2025, will be sponsored by IndigenousWays; and

WHEREAS, IndigenousWays is a Native-led Indigenous Arts nonprofit that highlights

indigenous artists of all media; and

WHEREAS, since 2007, IndigenousWays has offered educational programs, including artistic and musical performances, as well as initiatives aimed at promoting cultural awareness, values, and traditions; and

WHEREAS, IndigenousWays intends to work with "As Above, So Below", a local distillery, to serve beer and wine for the event, promoting a local business to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the Railyard Plaza Summer Scene Concert sponsored by IndigenousWays, is hereby approved according to the following parameters:

Event:	Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays
Dates:	August 15, 2025
Hours:	6:30 p.m. to 9:30 p.m.
Location:	Railyard Plaza
Number of expected attendees:	500 to 1,000
Type of alcohol to be served:	Beer and Wine
Required Permits:	Public Celebration Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. As Above, So Below Distillery shall provide the City with Certificates of Insurance and applicable endorsements

evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (May 14, 2025 10:07 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays

FIR No. 10680.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerks Office

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 5/12/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: Erin McSherry (May 14, 2025 10:07 MDT) **Date:** _____

Reviewed by Finance Director: Emily K. Oster **Date:** 05/16/2025

Summary:
The proposed Resolution would authorize the sale and consumption of beer and wine at the Railyard Plaza Summer Scene Concert sponsored by IndigenousWays. The Railyard Plaza Summer Scene Concert sponsored by IndigenousWays will be held at the Railyard Plaza on August 15, 2025, from 6:30 p.m. to 9:30 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 6.2(A).

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Railyard Plaza Summer Scene Concert on August 15, 2025, will not be able to serve beer and wine.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:
ANDREA SALAZAR (May 6, 2025 09:58 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Deputy City Manager

FLSA Status: *Exempt*
Union Status: *Exempt-At-Will*
Salary Range: *127*
Safety Sensitive: *No*

General Definition of Work

The duties of this position include assisting the City Manager in finding innovative, collaborative and creative solutions to operational issues; championing new and existing initiatives that streamline operations; enhancing performance and improve customer service across the City; and coordinating the activities of City departments and offices based on general direction and policy of the City Manager. The candidate is a self-directed problem solver with excellent communication skills who serves as a centralized point of coordination, helps establish good management practices, and develops a collaborative work environment for citywide innovation. Duties of this position are carried out with wide latitude, judgment, and discretion.

Supervision Received

Works under the general guidance and direction of the City Manager.

Supervision Exercised

May oversee and supervise assigned staff.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. A position may not include all of the duties listed and the listed examples are not an exhaustive list of the duties that may be found in a position of this class.

Essential Functions

- Provides general assistance to the City Manager.
- Carries out the City Manager's directives regarding implementation of programs and policies; represents the City Manager in resolving problems and conflicts within City government.
- Performs complex administrative work in planning and managing innovation throughout the city.
- As assigned by the City Manager, leads citywide effort to improve operations, decrease turnaround times, and streamline workflow processes.
- Demonstrates a commitment, sensitivity, and proactive approach to ensuring diversity, equality and inclusion.
- Develops strategic and operational short-term and long-term plans with clear objectives, goals, outcomes, and performance measures.
- Establishes and maintains systems for measuring, monitoring, and reporting on citywide operational and management performance.
- Studies departmental organization and procedures and recommends changes when required or advantageous.
- Supervises research, procedural, and administrative studies and preparation of reports embodying proposed or recommended solutions or courses of action.
- Works with staff to coordinate City Council meeting agendas and follow-up actions resulting from Council or committee meetings.
- Facilitates various activities across departmental lines.

- Assists the City Manager to coordinate the day-to-day operation of the City Manager's office by assisting the City Manager to manage workload and coordinate the office's responses to news or changing policy.
- Collaborates with stakeholders to ensure effective implementation of major City initiatives.
- Provides counsel on matters of communications, messaging, and strategy; and,
- Coordinates with City Manager to prepare for weekly City Council meetings, local policy, and legislative counsel.
- Prepares, justifies, and/or administers the budget for program areas; plans, administers, and monitors expenditures to ensure cost-effective support of programs and policies; assesses financial condition of an organization.
- Develops goals, documents performance, reviews, develops, and/or modifies work plans, methods, and procedures, determines work priorities.
- Provides work instruction, assists employees with difficult and/or unusual assignments, and encourages innovation.
- Resolves problems, mediates conflicts encountered during daily operations, determines appropriate solutions, and promotes teamwork. Encourages regular communication and informs staff of relevant business issues and their impact on the organization.
- Develops work schedules to provide adequate staff coverage and approves leave and timesheets. Assigns and distributes work, reviews work for accuracy and completeness, and returns assignments with recommendations for proper completion.
- Provides performance feedback and formally evaluates the work of employees.
- Conducts hiring interviews and selects candidate(s) for job opening(s).
- Provides reward and recognition for proper and efficient performance.
- Assists staff to achieve performance standards and identifies opportunities for continual improvement and development to performance standards.
- Documents causes for disciplinary action, initiates letters of reprimand, and makes formal recommendations for disciplinary action. Responds to formal and informal employee grievances and prepares written responses.
- Ensures staff is attending training, including safety training on a regular basis.

Knowledge, Skills, and Abilities

- Considerable knowledge of public administration principles, with particular reference to municipal administration including the basic principles of organization, public personnel administration, management and budget preparation. Knowledge of the organization and functions of the City's governmental units and of research techniques and the sources and availability of information with particular attention to planning, organizing, and directing comprehensive administrative and management services. Must have experience and understand the principles and methods of strategic planning, performance measurement and process improvement.
- Considerable skill in analytical thinking and have a clear understanding of local governmental processes and procedures. Must be able to reconcile different viewpoints and make constructive policy recommendations.
- Ability to: address an array of problems associated with the day-to-day operation of municipal government, analyze a variety of administrative problems, make sound recommendations as to their solution, and prepare working procedures. Ability to maintain effective working relationships with the City Manager, Mayor and City Council, Department personnel, advocacy organizations, and the public. Ability to perform a broad range of supervisory responsibilities over others. Must have excellent communication skills, both orally and in writing, and be able to make presentation to the governing body, various committees and to the public.
- Attention to Detail – Ability to be thorough when performing work and conscientious about attending to detail.
- Coaching – Provides others with clear direction, motivates, and empowers. Recruits staff of a high caliber and provides staff with development opportunities and coaching.
- Conflict Management – Manages and resolves conflicts, grievances, confrontations, or disagreements in a
- constructive manner to minimize negative personal impact.
- Customer Service – Ability to interact with customers in a friendly and professional manner, ability to work to resolve issues quickly and effectively, and is knowledgeable about products and services.
- Deciding and Initiating Action – Takes responsibility for actions, projects and people; makes quick, clear decisions which may include tough choices, after considering risks.
- Decision Making – Specifies goals and obstacles to achieving those goals, generates alternatives, considers risks, and evaluates and chooses the best alternative in order to make a determination, draw conclusions, or solve a problem.
- Delivering Results – Ability to set high standards for quality, quantity, and timelines. Focuses on customer needs and satisfaction. Consistently achieves project goals.

- Interpersonal Skills – Ability to show understanding, respect, friendliness, courtesy, tact, empathy, cooperation, concern, and politeness to others and relate well to different people from varied backgrounds and different situations.
- Learning – Uses efficient learning techniques to acquire and apply new knowledge and skills; uses training, feedback, or other opportunities for self-learning and development.
- Mathematical Reasoning – Solves practical problems by choosing appropriately from a variety of mathematical and statistical techniques.
- Planning and Evaluating – Organizes work, sets priorities, determines resource requirements, determines short or long-term goals and strategies to achieve them, coordinates with other organizations or parts of an organization, monitors progress, and evaluates outcomes.
- Reading – Understands and interprets written material, including technical material, rules, regulations, instructions, reports, charts, graphs, or tables; applies what is learned from written material to specific situations.
- Resilience – Deals effectively with pressure; remains optimistic and persistent, even under adversity. Recovers quickly from setbacks.
- Teaching Others – Helps others learn through formal or informal methods; provides resources to help teach others; acts as a mentor.
- Thinking Strategically – Thinks strategically and promotes best practices and leading-edge ideas.
- Writing – Writes in a clear, concise, and organized manner for the intended audience.
- Written Communication – Composes, reviews, edits, and issues written materials for diverse audiences and communicates purpose in a succinct and organized manner that is appropriate for context, time, and place.

Education Requirement

Bachelor's Degree with a concentration in Business Management, Public Administration, or related field.

Experience Requirement

Six (6) years of progressively responsible experience performing duties as outlined above, of which three (3) years were in managing relationships and complex administrative processes, preferably in local government.

Education and Experience Equivalency

One (1) year of the appropriate type and level of experience may be substituted for each required year of post-high school education. Additional appropriate education may be substituted for the minimum experience requirements.

Licensure and Certifications

- Must possess a valid driver's license.

Special Requirements

- Obtain and maintain a City of Santa Fe driving permit within three (3) months of hire.
- Must be willing to work flexible hours including evenings, holidays and weekends.

Physical Requirements

- Requires the exertion of up to 10 pounds of force.
- Requires speaking or hearing and using hands to finger, handle or feel, requires sitting, standing, walking, stooping, kneeling, crouching, or crawling, reaching with hands and arms and lifting.
- Standard vision requirements.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly.
- Hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound.
- Work requires preparing and analyzing written or computer data, using of measuring devices, operating motor vehicles and observing general surroundings and activities.

Working Environment

- Work occasionally requires exposure to environmental conditions.
- Work is generally in a moderately noisy location (e.g., business office, light traffic).
- Requires attendance at evening meetings and special project deadlines outside the normal workweek.
- Some travel to off-site locations is required.

EEO/ADA Compliance

The City of Santa Fe is an Equal Opportunity Employer. In compliance with the American's with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Veterans' Hiring Initiative

Pursuant to City of Santa Fe Resolution No. 2013-079, the City of Santa Fe Human Resources Department has implemented a Veterans' Hiring Initiative policy in order to provide opportunities for veterans who meet or exceed the minimum qualifications for city employment to obtain City employment. The Governing Body does not guarantee that a veteran shall be hired for the position being applied for, only that the veteran will be given an interview; and, it does not intend to supersede or modify any collective bargaining agreement that is currently in place with the City of Santa Fe.

Job applicants who are veterans with an honorable discharge from the military or are members of the National Guard or Reserve who have successfully completed basic training, must use the Veterans' Certification Form to identify themselves and then must attach a copy of their DD214 or DD215 and/or their proof of current Active, Guard or Reserve enlistment in order to certify their status for the position in which applying for.

Applications must be submitted online at:

https://cityofsantafenmemployees.munisselfservice.com/employmentopportunities/default.aspx

Resumes will not be accepted in lieu of the city application form, unless the position status is at-will. When required of the position, high school diploma/GED, college degree(s), certification(s), or license(s) must be attached at the time of submission of the application. Each applicant is considered only for the current vacancy indicated on the application submitted. It is the responsibility of the applicant to monitor any future openings and to submit a separate application for each position. Incomplete applications will not be considered. Applications become public record upon receipt and may be made available for public inspection upon request. Pre-placement physical exams, and drug and alcohol screenings are required for some positions.

This job announcement is not intended to be inclusive of all functions, responsibilities and qualifications associated with the position, however, representative of the essential job functions and typical criteria considered necessary to successfully perform the position. This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the position change.

Acknowledgment

This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee.

I have read and understand the above job description. I verify that I meet the requirements and am able to perform the duties and responsibilities on this job description.

_____ _____

Print Employee Name Date

_____

Employee Signature

CITY OF SANTA FE

Memorandum

Date: May 21, 2025

To: Governing Body and Quality of Life Committee

From: Henri Hammond-Paul, Community Health and Safety Department Director

RE: Authorizing the Establishment of a Micro-community to Support People Experiencing Homelessness

---

EXECUTIVE SUMMARY:

The proposed resolution would authorize the City Manager to establish a Micro Community on City-owned land at 2395 Richards Avenue to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe.

BACKGROUND:

On April 26, 2023, the Governing Body adopted Resolution No. 2023-16, which established the "Safe Outdoor Spaces" as an alternative sheltering model for those experiencing homelessness. The resolution directed the City Manager to enter into or bring to the Governing Body contracts for structures, sites for the structures, landowners willing to provide an area for structures, and an operator willing to provide services. This resolution would identify 2395 Richards Avenue as a City-owned property as an appropriate site for Safe Outdoor Space, also termed a Micro Community, and authorize the City Manager to proceed with permitting, site preparation, and community engagement efforts for the locations.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Alma Castro

Councilor Amanda Chavez

A RESOLUTION

IDENTIFYING CITY PROPERTY AT 2395 RICHARDS AVENUE AS A LOCATION FOR A MICRO COMMUNITY TO PROVIDE SHELTER AND SUPPORTIVE SERVICES FOR INDIVIDUALS EXPERIENCING HOMELESSNESS IN SANTA FE.

WHEREAS, the City of Santa Fe ("City") recognizes homelessness as a public priority requiring coordinated and innovative shelter responses; and

WHEREAS, in April 2023, the Governing Body adopted Resolution No. 2023-16, which supported creating Safe Outdoor Spaces and directed the City Manager to pursue contracts for shelter infrastructure, land, and operators to serve people for whom traditional shelter options are not viable; and

WHEREAS, Safe Outdoor Spaces—also called "Micro Communities"—are comprised of individual, non-congregate, secure, units, with access to restrooms, meals, laundry, case management, and 24/7 supervision, designed to provide a safe and stabl**e** environment for persons experiencing chronic homelessness; and

WHEREAS, the City's "Point-in-Time Count" and daily outreach and emergency services data confirm a persistent and visible population of unsheltered individuals in Santa Fe with complex

behavioral health, substance use, and trauma-related needs; and

WHEREAS, Micro Communities serve a crucial public health and public safety function by reducing the spread of disease, decreasing emergency service calls, improving neighborhood conditions, and reducing the number of people living unsheltered in parks, arroyos, and public spaces; and

WHEREAS, the City conducted a site feasibility analysis through the Office of Affordable Housing and evaluated city-owned parcels of land, with input from local homelessness and housing services experts; and

WHEREAS, 2395 Richards Avenue is a City property located next to Fire Station 7 and the Genoveva Chavez Community Center ("City Property") that City staff and local experts recommend as well suited for a Micro Community of up to fifty (50) units; and

WHEREAS, the City Property is suited for a Micro Community because it can house up to fifty (50) units, is not abutting schools, daycare or playgrounds, is accessible to Emergency Medical Service vehicles and trash pickup, and is approximately a third of a mile from the main road, while still being located close to two City bus routes (numbers Four and Six); and

WHEREAS, the City has a contract with LifeLink for operating the Micro Community at Christ Lutheran Church ("Operations Contract"), providing on-site services, 24-7 security, supervision, and coordination with local agencies; and

WHEREAS, the Operations Contract provides services supporting up to two Micro Community locations; and

WHEREAS, pursuant to Resolution 2023-16, the City requires Good Neighbor Agreements between the service operator and neighbors that includes terms about cooperation, communication protocols, standards for tenancy, and dispute resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City should establish a Micro Community on the City Property.

BE IT FURTHER RESOLVED that the City Manager and City Manager-designated City staff may take all intermediate necessary steps required to establish a Micro Community on the City Property, such as land use permitting, site preparation, and community engagement, and any other administrative steps necessary to operate the City Property as a Micro Community.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (May 23, 2025 17:01 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10653.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Identifying Property for a Micro-community to Support People Experiencing Homelessness

Sponsor(s): Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Alma Castro, and Councilor Amanda Chavez

Reviewing Department(s): Community Health and Safety Department; Family and Youth Services

Staff Completing FIR: Julie Sanchez **Date:** 05/21/2025 **Phone:** (505) 955-6673

Reviewed by City Attorney: Erin McSherry **Date:** 05/23/2025
Erin McSherry (May 23, 2025 17:01 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 05/23/2025

Summary:
The proposed resolution would identify City property on Richards Avenue to establish a Micro Community to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe authorize the City Manager and staff to take next steps accordingly.

Departments Affected:
Community Health and Safety Department and Community Development Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then unsheltered homelessness will continue without an additional alternative.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution follows the direction of the Governing Body provided in Resolution No. 2023-16, which included support for the establishment of safe outdoor sleeping spaces as an option for people experiencing homelessness in Santa Fe, and directed the City Manager to "enter into or bring to the Governing Body contracts for structures, sites for structures, landowners willing to provide an area for structures, and an operator or operators capable of providing round-the-clock support services and 24-7 supervision."

Performance and Administrative Implications:
Locating a new Micro Community on the City property may require permitting and will require community engagement and increased contract oversight.

Fiscal Implications:
The funding for operations and construction have been budgeted and awarded for in the current fiscal year for the proposed micro-community site.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 400,000	$	$	N	NR	240	
Contractual/ Professional Services	$ 900,000	$	$		NR	240	
Operating	$	$	$				$
Total:	$ 1,300,000	$	$				$

Expenditure Narrative:
The amounts above are included in the amounts the Community Health and Safety Department received in one-time funding to support contractual services to operate the micro-community and capital outlay funding to develop the site.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue					
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: hmhammondpaul@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2025-__
Identifying City Property at 2395 Richards Ave as Micro Community Location

Mayor and Members of the City Council:

In relation to Resolution No. 2025-__:

IDENTIFYING CITY PROPERTY AT 2395 RICHARDS AVENUE AS A LOCATION FOR A MICRO COMMUNITY TO PROVIDE SHELTER AND SUPPORTIVE SERVICES FOR INDIVIDUALS EXPERIENCING HOMELESSNESS IN SANTA FE.

I intend to propose the following amendment(s)

1. On page 2, line 23, ***insert*** "the following after "dispute resolution":

"; and

WHEREAS, the Micro Community should be for family-use and, for this reason, the Mico Community should be a drug-free zone; and

WHEREAS, the Governing Body would like regular updates about the activities at the Micro Community."

2. On page 3, line 5, ***insert*** the following language:

"**BE IT FURTHER RESOLVED** that the City shall prohibit alcohol or drugs, other than medication prescribed by a physician, to be used or present at the Micro Community, making the Micro Community a drug-free zone.

BE IT FURTHER RESOLVED that the City Manager or City Manager designated City staff shall provide the Governing Body a bi-annual update regarding the Micro Community that may include information on services provided at the Micro Community, the number of residents transitioned into permanent housing, and any challenges experienced in operations of the Micro Community.

BE IT FURTHER RESOLVED that for the Micro Community to continue operations after three (3) years, the Governing Body must reauthorize it."

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. _X____

Respectfully submitted,

Michael Garcia, Councilor

10684.1(A)

Approved as to Form:

Erin McSherry
Erin McSherry (Jun 6, 2025 15:02 MDT)

Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
ANDRÉA SALAZAR, City Clerk

10684.1(A)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Alma Castro

Councilor Amanda Chavez

RED – Amendment A – Councilor Michael Garcia

A RESOLUTION

IDENTIFYING CITY PROPERTY AT 2395 RICHARDS AVENUE AS A LOCATION FOR A MICRO COMMUNITY TO PROVIDE SHELTER AND SUPPORTIVE SERVICES FOR INDIVIDUALS EXPERIENCING HOMELESSNESS IN SANTA FE.

WHEREAS, the City of Santa Fe ("City") recognizes homelessness as a public priority requiring coordinated and innovative shelter responses; and

WHEREAS, in April 2023, the Governing Body adopted Resolution No. 2023-16, which supported creating Safe Outdoor Spaces and directed the City Manager to pursue contracts for shelter infrastructure, land, and operators to serve people for whom traditional shelter options are not viable; and

WHEREAS, Safe Outdoor Spaces—also called "Micro Communities"—are comprised of individual, non-congregate, secure, units, with access to restrooms, meals, laundry, case management, and 24/7 supervision, designed to provide a safe and stable environment for persons experiencing chronic homelessness; and

WHEREAS, the City's "Point-in-Time Count" and daily outreach and emergency services data confirm a persistent and visible population of unsheltered individuals in Santa Fe with complex

behavioral health, substance use, and trauma-related needs; and

WHEREAS, Micro Communities serve a crucial public health and public safety function by reducing the spread of disease, decreasing emergency service calls, improving neighborhood conditions, and reducing the number of people living unsheltered in parks, arroyos, and public spaces; and

WHEREAS, the City conducted a site feasibility analysis through the Office of Affordable Housing and evaluated city-owned parcels of land, with input from local homelessness and housing services experts; and

WHEREAS, 2395 Richards Avenue is a City property located next to Fire Station 7 and the Genoveva Chavez Community Center ("City Property") that City staff and local experts recommend as well suited for a Micro Community of up to fifty (50) units; and

WHEREAS, the City Property is suited for a Micro Community because it can house up to fifty (50) units, is not abutting schools, daycare or playgrounds, is accessible to Emergency Medical Service vehicles and trash pickup, and is approximately a third of a mile from the main road, while still being located close to two City bus routes (numbers Four and Six); and

WHEREAS, the City has a contract with LifeLink for operating the Micro Community at Christ Lutheran Church ("Operations Contract"), providing on-site services, 24-7 security, supervision, and coordination with local agencies; and

WHEREAS, the Operations Contract provides services supporting up to two Micro Community locations; and

WHEREAS, pursuant to Resolution 2023-16, the City requires Good Neighbor Agreements between the service operator and neighbors that includes terms about cooperation, communication protocols, standards for tenancy, and dispute resolution; and

WHEREAS, the Micro Community should be for family-use and, for this reason, the Micro Community should be a drug-free zone; and

WHEREAS, the Governing Body would like regular updates about the activities at the Micro Community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City should establish a Micro Community on the City Property.

BE IT FURTHER RESOLVED that the City Manager and City Manager-designated City staff may take all intermediate necessary steps required to establish a Micro Community on the City Property, such as land use permitting, site preparation, and community engagement, and any other administrative steps necessary to operate the City Property as a Micro Community.

BE IT FURTHER RESOLVED that the City shall prohibit alcohol or drugs, other than medication prescribed by a physician, to be used or present at the Micro Community, making the Micro Community a drug-free zone.

BE IT FURTHER RESOLVED that the City Manager or City Manager designated City staff shall provide the Governing Body a bi-annual update regarding the Micro Community that may include information on services provided at the Micro Community, the numbers of residents transitioned into permanent housing, and any challenges experienced in operations of the Micro Community.

BE IT FURTHER RESOLVED that for the Micro Community to continue operations after three (3) years, the Governing Body must reauthorize it.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Authorizing Establishment of a Micro-Community for People Experiencing Homelessness

CITY OF SANTA FE

FINANCE

DATE: May 21 2025

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer AJH
Christina Martinez, Senior Budget Analyst CFM

VIA: Emily K. Oster, Finance Director EKO

ITEM AND ISSUE:

The resolution approves budget amendments and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending March 31, 2025 (Third Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2024-2025 (FY2024/25) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

A. Sub-Section A: Amendments to FY 2024/25 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and that exclude permitted unspent budget amounts for capital projects and grant-funded projects from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.

B. Sub-Section B: Amendments to FY 2024/25 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (F): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000 for capital

projects and grant-funded projects), which, per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

C. Sub-Section C: Summary of All Quarterly Amendments to FY 2024/25 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous two sections (A-B). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $75,525,982 and a net increase to the overall revenue budget of $39,144,464. The resulting net expenditure increase of $36,381,518 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING BUDGET AMENDMENTS AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S THIRD QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2025.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2, provides that the Local Government Division of the New Mexico Department of Finance and Administration has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

WHEREAS, a Third Quarter Review of the Fiscal Year 2025 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director have authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body respectfully requests that the Secretary of the New Mexico Department of Finance and Administration approve the Third Quarter Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government Division then authorize the amendments.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Jun 4, 2025 11:22 MDT)

ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2025/Resolutions/ FY25 Third Quarter Budget Amendments

EXHIBIT A

CITY OF SANTA FE

3rd QUARTER FY 2024/25

~ ~ ~

SUB-SECTION [A]

AMENDMENTS TO FY 2024/25 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

CITY OF SANTA FE - THIRD QUARTER FY 2024/2025
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from available balance for various community health, safety, and success programs and resources, and project management and engineering *[CC apvd. 2/26/25, #9-hh]*	$ 3,088,000	$ -	$ (3,088,000)
100	General Fund	Re-appropriation of unspent prior year budget to fund planning and development fpr alternative non-congregate shelter options *[CC apvd. 1/29/25, #11-b]*	2,000,000	-	(2,000,000)
100	General Fund	Appropriation from available balance to fund term/temporary staffing, small business crime mitigation and security grants, small business development support, workforce development support, and annual office rental space costs paid by Economic Development *[CC apvd. 2/26/25, #9-r]*	1,646,000	-	(1,646,000)
100	General Fund	Appropriation from available 1/2% GRT fund balance for improvements to the W. Alameda culvert between Siler Rd. and Nix Lane, and various equipment/vehicle replacements *[CC apvd. 2/26/25, #9-x]*	780,000	780,000	-
100	General Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	1,266,043	1,266,043	-
100	General Fund	Appropriation from available balance for the resources, computer upgrades and consulting services for various devleopment, building, and planning projects *[CC apvd. 2/26/25, #9-gg]*	1,252,850	174,850	(1,078,000)
100	General Fund	Appropriation from available General Fund balance for non-public safety radio upgrades to allow for connectivity to the State radio systen *[CC apvd. 2/26/25, #9-bb]*	1,000,000	-	(1,000,000)
100	General Fund	Appropriation from available balance to fund purchases of equipment and contracted software/services for automated traffic enforcement, evidence analysis, fingerprint scanners, and narcotics testing equipment in the Police Department *[CC apvd. 2/26/25, #9-s]*	837,000	-	(837,000)
100	General Fund	Appropriation from available balance to fund purchase of ambulance gurneys and stair chairs, fire hose and nozzles, and mobile high speed internet *[CC apvd. 2/26/2025, #9-c]*	775,000	-	(775,000)
100	General Fund	Appropriation of prior year GRT revenue earned in excess of budgeted estimates to cover increased costs in the Inmate Confinement contract through the remainder of FY25 *[CC apvd. 1/9/25, #8-a]*	600,000	-	(600,000)
100	General Fund	Appropriation from available 1/2% GRT fund balance for replacement of a truck used in maintaining storm water drains and culverts along City-maintained streets *[CC apvd. 2/26/25, #9-u]*	550,000	550,000	-
100	General Fund	Appropriations from available balance to fund purchase and installation of thermal video surveilance system at McClure Dam, and development of a Continuity of Operations Plan *[CC apvd. 2/26/25*, #9-e]	491,110	251,110	(240,000)
100	General Fund	Appropriation of available balance for capital outlay deployment oversight and project management *[CC apvd. 2/26/25, #9-m]*	400,000	-	(400,000)
100	General Fund	Appropriation from available balance for removal of underground storage tanks at the Siler Road fuel station, soil testing, and backfill/compaction and blacktop cover *[CC apvd. 2/26/25, #9-n]*	300,000	-	(300,000)
100	General Fund	Appropriation from available balance to the City Attorney's office for hardware and licensing to enable compliance with legal storage requierements for IPRA requests *[CC apvd. 2/26/25, #9-kk]*	300,000	-	(300,000)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
100	General Fund	Appropriation from available balance for City contribution to the construction of ncesseary infrastructure to develop a full-service film backlot facility, and leased office space for the Santa Fe Film Office *[CC apvd. 2/26/25, #9-q]*	290,000	-	(290,000)
100	General Fund	Appropriation from available 1/2% GRT fund balance for enhanced weed control and medians maintenance *[CC apvd. 2/26/25, #9-y]*	270,000	270,000	-
100	General Fund	Appropriation from available balance to fund temporary staffing for the afterschool and summer youth programs *[CC apvd. 2/26/25, #9-k]*	200,000	-	(200,000)
100	General Fund	Appropriation from available balance for contracted employment law attorney services to assist in reviewing the City's administrative policies and personnel rules, regulations, and policies *[CC apvd. 2/26/25, #9-o]*	150,000	-	(150,000)
100	General Fund	Appropriation from available General Fund balance for Midtown redevelopment project management services, and administrative/management support for the Metropolitan Redevelopment Agency *[CC apvd. 2/26/25, #9-p]*	135,000	-	(135,000)
100	General Fund	Appropriation from available GRT balance for fiscal agent fees payable to the North Central New Mexico Economic Development as mandated by NM Department of Finance and Administration *[CC apvd. 2/26/25, #9-cc]*	120,000	120,000	-
100	General Fund	Appropriation from available balance to fund installation of security cameras at Fort Marcy *[CC apvd. 2/26/25, #9-f]*	100,000	-	(100,000)
100	General Fund	Appropriation from available balance to fund overtime costs and contract temporary positions to support the Office of Records custodians *[CC apvd. 2/26/25, #9-l]*	100,000	-	(100,000)
100	General Fund	Appropriation from available balance for consultant experts to evaluate options for Soldiers' Monument *[CC apvd. 2/26/25, #9-ff]*	100,000	-	(100,000)
100	General Fund	Appropriation from available balance for assessment of GCCC aquatic deferred maintenance *[CC apvd. 2/26/25, #9-j]*	70,000	-	(70,000)
100	General Fund	Appropriation from available balance to for replacement of aquatic systems at the Forty Marcy, Salvador Perez, Bicentennial, and GCCC pools *[CC apvd. 2/26/25, #9-ee]*	40,000	40,000	-
212	Economic Development	Appropriation from available balance to fund term/temporary staffing, small business crime mitigation and security grants, small business development support, workforce development support, and annual office rental space costs paid by Economic Development *[CC apvd. 2/26/25, #9-r]*	1,646,000	1,646,000	-
212	Economic Development	Appropriation of NM Economic Development Dept. grant to support the Parting Stones LEDA project *[CC apvd. 2/12/25, #9-n]*	150,000	150,000	-
212	Economic Development	Appropriation from available General Fund balance for Midtown redevelopment project management services, and administrative/management support for the Metropolitan Redevelopment Agency *[CC apvd. 2/26/25, #9-p]*	135,000	135,000	-
213	Lodgers' Tax Fund	Appropriation from available balance for the resources, computer upgrades and consulting services for various devleopment, building, and planning projects *[CC apvd. 2/26/25, #9-gg]*	174,850	-	(174,850)
216	Gross Receipts Tax Fund	Appropriation from available balance for replacement of the stucco at the GCCC *[CC apvd. 2/26/25, #9-t]*	1,500,000	-	(1,500,000)
216	Gross Receipts Tax Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	585,442	585,442	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
216	Gross Receipts Tax Fund	Appropriation of available GRT and 1/2% GRT fund balance to make repairs to Marty Sanchez golf course pond to comply with state and federal regulations *[CC apvd. 2/26/25, #9-dd]*	320,000	-	(320,000)
216	Gross Receipts Tax Fund	Appropriation from available 1/2% GRT fund balance for enhanced weed control and medians maintenance *[CC apvd. 2/26/25, #9-y]*	270,000	-	(270,000)
216	Gross Receipts Tax Fund	Appropriation from available balance for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	500,000	-	(500,000)
216	Gross Receipts Tax Fund	Appropriation from available GRT balance for fiscal agent fees payable to the North Central New Mexico Economic Development as mandated by NM Department of Finance and Administration *[CC apvd. 2/26/25, #9-cc]*	120,000	-	(120,000)
221	Emergency Services	Appropriation of NM DOJ grant for the purchase of new Alternative Response vehicles and computer hardware for mobile integrated health *[CC apvd. 1/15/25, #10-l]*	300,000	300,000	-
221	Emergency Services	Appropriation of DFA grant to purchase oudated/depreciated Self Contained Breathing Apparatuses *[CC apvd. 1/15/25, #10-k]*	250,000	250,000	-
223	Law Enforcement	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	7,191	7,191	-
231	City Drainage Fund	Appropriation of Santa Fe River donations collected from utility bill payments for improvements to the Santa Fe River *[CC apvd. 1/29/25, #10-j]*	293,534	293,534	-
232	Impact Fees Fund	Allocation of fire impact fees for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	1,100,000	-	(1,100,000)
232	Impact Fees Fund	Allocation of roads impact fees for the Agua Fria/S. Meadows Intersection CIP Project *[CC apvd. 2/12/2025, #10-a]*	933,000	-	(933,000)
232	Impact Fees Fund	Allocation of NM DOT grant for traffic signal improvements to the Santa Fe Rail Trail *[CC apvd. 2/26/25, #9-pp]*	23,184	-	(23,184)
240	Community Development	Appropriation from available balance for various community health, safety, and success programs and resources, and project management and engineering *[CC apvd. 2/26/25, #9-hh]*	3,438,000	3,438,000	-
240	Community Development	Re-appropriation of unspent prior year budget to fund planning and development fpr alternative non-congregate shelter options *[CC apvd. 1/29/25, #11-b]*	2,000,000	2,000,000	-
240	Community Development	Appropriation of NM DFA grant funding for the Lamplighter Inn Homeless Shelter conversion project *[CC apvd. 1/29/25, #10-d]*	844,470	844,470	-
255	QOL - Parks Trails & Watershed	Allocation of NM DOT grant funding for litter control via the Que Linda Beautification Program *[CC apvd. 1/29/25, #10-i]*	95,000	95,000	-
256	Recreation Fund	Transfer of funding for the Temporary Summer Youth Program positions from GCCC to Recreation *[CC apvd. 2/26/25, # 9-k]*	200,000	200,000	-
260	SF Film Office	Allocation of City and SF County shares of funding for the Santa Fe Fillm Office *[CC apvd. 1/29/25, #10-e]*	371,744	583,188	211,444
260	SF Film Office	Appropriation from available balance for City contribution to the construction of ncesseary infrastructure to develop a full-service film backlot facility, and leased office space for the Santa Fe Film Office *[CC apvd. 2/26/25, #9-q]*	290,000	290,000	-
320	CIP Facilities	Appropriations from various fund balances for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	1,750,000	1,750,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
320	CIP Facilities	Appropriation from available GRT fund balance for replacement of stucco at the GCCC *[CC apvd. 2/26/25, #9-t]*	1,500,000	1,500,000	-
320	CIP Facilities	Appropriation from available 1/2% GRT balance for parking lot repairs and ADA-required repairs of the Southside and LaFarge libraries *[CC apvd. 2/26/25, #9-v]*	400,000	400,000	-
320	CIP Facilities	Appropriation from available balance for removal of underground storage tanks at the Siler Road fuel station, soil testing, and backfill/compaction and blacktop cover *[CC apvd. 2/26/25, #9-n]*	300,000	300,000	-
320	CIP Facilities	Appropriation from available balance for repairs to the Convention Center bell tower elevators *[CC apvd. 2/26/25, #9-w]*	200,000	200,000	-
320	CIP Facilities	Appropriation of NM DFA grant for the Municipal Court improvements project *[CC apvd. 2/12/25, #9-m]*	29,843	29,843	-
330	CIP Streets & Roadways	Allocation of one time funding from operating budget to fund the Citywide Sidewalk Improvement program *[CC apvd. 3/12/25, #9-c]*	1,000,000	1,000,000	-
330	CIP Streets & Roadways	Allocation of roads impact fees for the Agua Fria/S. Meadows Intersection CIP Project *[CC apvd. 2/12/2025, #10-a]*	933,000	933,000	-
330	CIP Streets & Roadways	Appropriation of one-time funding for the St. Michael's intersection improvements project *[CC apvd. 1/29/25, #10-n]*	200,000	200,000	-
330	CIP Streets & Roadways	Allocation of NM DOT grant for traffic signal improvements to the Santa Fe Rail Trail *[CC apvd. 2/26/25, #9-pp]*	92,737	92,737	-
345	CIP Community Development	Appropriation of NM DFA grant to fund Kitchen Angels Homebound Meals program, and renovations to the facility *[CC apvd. 2/12/25, #9-j, k, & l]*	496,000	496,000	-
350	CIP Arts and Culture	Allocation of DFA grant to plan, design, and construct accessibility improvements at El Museo *[CC apvd. 1/15/25, #10-f & #10-h]*	300,681	300,681	-
350	CIP Arts and Culture	Appropriation from NM DFA grant to fund upgrades to El Museo *[CC apvd. 2/12/25, #9-b]*	207,900	207,900	-
355	CIP Parks and Trails	Appropriation from NM DFA grant to equip Los Prados park *[CC apvd. 3/12/25, #9-n]*	438,000	438,000	-
365	½% GRT Income Fund	Appropriation from available 1/2% GRT fund balance for improvements to the W. Alameda culvert between Siler Rd. and Nix Lane, and various equipment/vehicle replacements *[CC apvd. 2/26/25, #9-x]*	1,010,000	-	(1,010,000)
365	½% GRT Income Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	780,588	780,588	-
365	½% GRT Income Fund	Appropriation of available GRT and 1/2% GRT fund balance to make repairs to Marty Sanchez golf course pond to comply with state and federal regulations *[CC apvd. 2/26/25, #9-dd]*	680,000	-	(680,000)
365	½% GRT Income Fund	Appropriation from available 1/2% GRT fund balance for replacement of a truck used in maintaining storm water drains and culverts along City-maintained streets *[CC apvd. 2/26/25, #9-u]*	550,000	-	(550,000)
365	½% GRT Income Fund	Appropriation from available 1/2% GRT balance for parking lot repairs and ADA required repairs of the Southside and LaFarge libraries *[CC apvd. 2/26/25, #9-v]*	400,000	-	(400,000)
365	½% GRT Income Fund	Appropriation from available GRT fund balance for various repairs and maintenance projects at the GCCC *[CC apvd. 2/26/25, #9-g, -h, -l, -j]*	280,000	-	(280,000)
365	½% GRT Income Fund	Appropriation from available balance for Micro Community project management and engineering *[CC apvd. 2/26/25, #9-hh]*	350,000	-	(350,000)
365	½% GRT Income Fund	Appropriation from available balance to purchase 16 anti-vehicle ramming barriers for City event safety *[CC apvd. 2/26/25, #9-e]*	251,110	-	(251,110)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
365	½% GRT Income Fund	Appropriation from available balance for repairs to the Convention Center bell tower elevators *[CC apvd. 2/26/25, #9-w]*	200,000	-	(200,000)
365	½% GRT Income Fund	Appropriation from available balance to for replacement of aquatic systems at the Forty Marcy, Salvador Perez, Bicentennial, and GCCC pools *[CC apvd. 2/26/25, #9-ee]*	150,000	-	(150,000)
365	½% GRT Income Fund	Appropriation from available balance for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	150,000	-	(150,000)
400	Debt Service Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	19,707	19,707	-
500	Waste Water Management	Appropriation from available balance to fund on-call CIP construction services *[CC apvd. 1/15/25, #10-c]*	4,109,145	-	(4,109,145)
500	Waste Water Management	Appropriation from available balance to fund continued environmental and ecological services for the Paseo Real Wastewater treatment plant *[CC apvd. 3/12/25, #9-f]*	2,094,285	-	(2,094,285)
500	Waste Water Management	Appropriation from available balance to fund various Waste Wate CIP projects *[CC apvd. 2/26/25, #9-ll]*	649,125	-	(649,125)
500	Waste Water Management	Appropriation from available balance to fund on-call electrical services *[CC apvd. 2/26/25 #9-mm]*	649,125	-	(649,125)
500	Waste Water Management	Appropriation from available balance to fund on-call electrical services *[CC apvd.3/26/25, #9-e]*	649,125	-	(649,125)
500	Waste Water Management	Appropriation from available balance to fund design and construction of the Jemez Road sewer line *[CC apvd. 1/29/25, #10-m]*	400,000	400,000	-
500	Waste Water Management	Appropriation from available balance to fund ongoing equipment rental services *[CC apvd. 3/26/25, #9-h]*	249,984	-	(249,984)
500	Waste Water Management	Appropriations from various funds to support purhcase of asset management software and implementation services *[CC apvd. 1/29/25, #10-l]*	111,228	-	(111,228)
500	Waste Water Management	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	7,191	7,191	-
505	Water Management	Appropriation of Santa Fe River donations collected from utility bill payments for improvements to the Santa Fe River *[CC apvd. 1/29/25, #10-j]*	293,534	-	(293,534)
505	Water Management	Allocation of Public Works on-call engineering services funds for water-related engineering services *[CC apvd. 1/15/25, #10-q]*	183,874	-	(183,874)
510	Environmental Services	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	97,574	97,574	-
511	Utilities Administration	Appropriations from various funds to support purhcase of asset management software and implementation services *[CC apvd. 1/29/25, #10-l]*	495,629	435,702	(59,927)
511	Utilities Administration	Appropriation from available balance to fund temporary staffing needs *[CC apvd. 3/26/25, #9-i]*	150,000	-	(150,000)
511	Utilities Administration	Appropriation to cover credit card fees for utility payments *[CC apvd. 3/12/25, #9-l]*	120,000	-	(120,000)
515	Railyard Properties	Appropriation of available Railyard funds for deferred safety/maintenance projects at the Railyard *[CC apvd. 2/26/2025, #9-b]*	750,000	-	(750,000)
515	Railyard Properties	Appropriation of NM DFA grant to plan, design, construct, and upgrade and improve heating, ventilation, and air conditioning systems and electrical infrastructure *[CC apvd. 1/15/25, #10-g]*	100,000	100,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
530	Municipal Recreation Complex	Appropriation of available GRT and 1/2% GRT fund balance to make repairs to Marty Sanchez golf course pond to comply with state and federal regulations *[CC apvd. 2/26/25, #9-dd]*	1,000,000	1,000,000	-
545	Airport	Appropriation of NM DOT grant to plan, design and construct a road from NM Hwy 599 to the Airport *[CC apvd. 9/26/25, #9-z]*	4,500,000	4,500,000	-
545	Airport	Appropriation of NM DFA grant to plan, design, construct, improve, and equip phase 2 of the Santa Fe Airport expansion *[CC apvd. 2/12/25, #9-f]*	1,980,000	1,980,000	-
545	Airport	Appropriation of NM DOT grant to fund the Airport Terminal Apron reconstruction project *[CC apvd. 1/29/25, #10-g, -h]*	1,972,137	1,774,923	(197,214)
545	Airport	Adjustment to re-budget remaining portion of US DOT/FAA grant to fund grant & TSA compliance, runway lighting repairs, de-icing items, ARFF truck rental, new equipment and various construction projects *[CC apvd. 1/15/25, #10-v]*	1,570,927	1,570,927	-
545	Airport	Adjustment to re-budget remaining FY24 balance to repair hangar doors *[CC apvd. 1/15/25, #10-j]*	286,560	-	(286,560)
550	Genoveva Chavez Community Ctr	Appropriation from available GRT fund balance for various repairs and maintenance projects at the GCCC *[CC apvd. 2/26/25, #9-g, -h, -l, -j]*	280,000	280,000	-
550	Genoveva Chavez Community Ctr	Appropriation from available balance to for replacement of aquatic systems at the Forty Marcy, Salvador Perez, Bicentennial, and GCCC pools *[CC apvd. 2/26/25, #9-ee]*	110,000	110,000	-
550	Genoveva Chavez Community Ctr	Appropriation from available balance for assessment of GCCC aquatic deferred maintenance *[CC apvd. 2/26/25, #9-j]*	70,000	70,000	-
620	Services to Other Departments	Appropriation from available General Fund balance for non-public safety radio upgrades to allow for connectivity to the State radio systen *[CC apvd. 2/26/25, #9-bb]*	1,000,000	1,000,000	-
620	Services to Other Departments	Appropriation from available balance to the City Attorney's office for hardware and licensing to enable compliance with legal storage requierements for IPRA requests *[CC apvd. 2/26/25, #9-kk]*	300,000	300,000	-
TOTAL - Budget Amendments Previously Approved by the Governing Body			***$ 69,257,427***	***$ 36,544,601***	***$ (32,712,826)***

CITY OF SANTA FE

3rd QUARTER FY 2024/25

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SUB-SECTION [B]

AMENDMENTS TO FY 2024/25 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A) , (B), AND (F)

CITY OF SANTA FE - THIRD QUARTER FY 2024/2025
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Adjustment to re-budget unspent FY24 budget for site planning and development fro alternative non-congregate shelter options	$ 2,000,000	$ -	$ (2,000,000)
100	General Fund	Appropriation from available balance to enhance the Office of Affordable Housing's communication and outreach efforts	60,000	-	(60,000)
100	General Fund	Appropriation from available balance to fund temporary staffing to support special projects related to homelessness, housing, and community services	60,000	-	(60,000)
100	General Fund	Appropriation from available balance for Indigov Constituent Services system implementation	55,000	-	(55,000)
100	General Fund	Appropriation from available balance for the installation of security cameras at the Main and Southside Libraries	50,000	-	(50,000)
100	General Fund	Appropriation from available 1/2% Capital GRT fund balance for repair/maintenance to the Bicentennial tot pool	40,000	40,000	-
100	General Fund	Re-appropriation of unspent prior year budget originally budgeted for new constituent services Customer Relationship Management system	40,000	-	(40,000)
100	General Fund	Appropriation from available fund balance for repairs and maintenance to the GCCC Zamboni machine, and gymnasium screen divider curtain motors	40,000	-	(40,000)
100	General Fund	Appropriation from available balance for courtroom audio upgrades	33,000	-	(33,000)
100	General Fund	Re-allocation of funding for Emergency Management Coordinator position from Emergency Services to General Fund	32,765	-	(32,765)
100	General Fund	Adjustment to fund the reclassification of 2 Economic Development Specialist positions to Economic Development Specialist II	9,374	9,374	-
213	Lodgers' Tax Fund	Appropriation of a NM Dept. of Tourism grant for the Route 66 project	42,333	42,333	-
221	Emergency Services	Adjustment to re-budget remaining portion of State Fire Fund grant for Fire vehicles, supplies, training and equipment	279,131	-	(279,131)
221	Emergency Services	Allocation of NM DFA grant to fund paramedic school tuition for employees	60,000	60,000	-
221	Emergency Services	Appropriation of US DHS/EM grant for firefighter ARFF training	38,951	31,161	(7,790)
221	Emergency Services	Re-allocation of funding for Emergency Management Coordinator position from Emergency Services to General Fund	(32,765)	-	32,765
232	Impact Fees Fund	Allocation of parks impact fees for services related to the El Camino Real Academy trail connector project	-	2,773	2,773
233	Transportation Grants	Appropriation of FTA/NMHTD Section 112 and Section 5303 Grants to support MPO transportation planning activities	40,694	40,694	-
240	Community Development	Adjustment to NM Tourism Keep Santa Fe Beautiful Grant based on final award	4,695	16,695	12,000
241	Senior Citizen Grants/Programs	Appropriation of NM Aging and Long Term Services grant funding to support the Senior Volunteer Programs	(8,414)	9,120	17,534
251	Library Fund	Appropriation from available balance for the installation of security cameras at the Main and Southside Libraries	25,000	25,000	-
251	Library Fund	Adjustment to re-budget remaining portion of NM State Library Grant for purchase of Library materials, databases, and furniture for public use	20,574	20,574	-
365	½% GRT Income Fund	Appropriation from available fund balance for repair/maintenance to the Bicentennial tot pool and replacement of the GCCC ice arena compressor 3 and dehumidification unit	130,000		(130,000)
500	Waste Water Management	Appropriation from available balance to fund engineering and design plans and services	339,388	-	(339,388)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
505	Water Management	Appropriation to cover projected shortfall in operating supplies for the Water Transimission & Distribution Section	60,000	-	(60,000)
510	Environmental Services	Re-appropriation of unspent prior year budget for CIP project design of administrative offices and maintenance facility	546,690	-	(546,690)
550	Genoveva Chavez Community Ctr	Appropriation from available fund balance for replacement of the GCCC ice arena compressor 3, dehumidification unit and gymnasium screen divider curtain motors, and repairs and maintenance to the Zamboni machine	130,000	130,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Facilities Maintenance for tablet purchases	33,800	33,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Transit Division for various hardware purchases and services	22,937	22,937	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Water Division for hardware purchases	16,902	16,902	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Public Works for computer hardware purchases and monthly service charges	12,750	12,750	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Human Resources for computer hardware purchases	9,600	9,600	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Airport for mobile phone/tablet purchases	7,000	7,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for new hardware	6,100	6,100	-
620	Services to Other Departments	Adjustment of ITT internal service charges to City Clerk's Office for a mobile phone purchase	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for cell phone purchases	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Municipal Court for tablet purchase	2,000	2,000	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			***$ 6,268,555***	***$ 2,599,863***	***$ (3,668,692)***

CITY OF SANTA FE

3rd QUARTER FY 2024/25

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SUB-SECTION [C]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2024/25 BUDGET BY FUND

CITY OF SANTA FE - THIRD QUARTER FY 2024/2025
SUB-SECTION [C]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 19,281,142	$ 3,501,377	$ (15,779,765)
212	Economic Development	1,931,000	1,931,000	-
213	Lodgers' Tax Fund	217,183	42,333	(174,850)
216	Gross Receipts Tax Fund	3,295,442	585,442	(2,710,000)
221	Emergency Services	895,317	641,161	(254,156)
223	Law Enforcement	63,441	63,441	-
231	City Drainage Fund	293,534	293,534	-
232	Impact Fees Fund	2,056,184	2,773	(2,053,411)
233	Transportation Grants	40,694	40,694	-
240	Community Development	8,287,165	8,299,165	12,000
241	Senior Citizen Grants/Programs	(8,414)	9,120	17,534
251	Library Fund	45,574	45,574	-
255	Quality of Life Fund	95,000	95,000	-
256	Recreation Fund	200,000	200,000	-
260	SF Film Office	661,744	873,188	211,444
320	CIP Facilities	4,179,843	4,179,843	-
330	CIP Streets & Roadways	2,225,737	2,225,737	-
345	CIP Community Development	496,000	496,000	-
350	CIP Arts and Culture	508,581	508,581	-
355	CIP Parks and Trails	438,000	438,000	-
365	½% GRT Income Fund	4,931,698	780,588	(4,151,110)
400	Debt Service Fund	19,707	19,707	-
500	Waste Water Management	9,258,596	407,191	(8,851,405)
505	Water Management	537,408	-	(537,408)
510	Environmental Services	644,264	97,574	(546,690)
511	Utilities Administration	765,629	435,702	(329,927)
515	Railyard Properties	850,000	100,000	(750,000)
530	Municipal Recreation Complex	1,000,000	1,000,000	-
545	Airport	10,309,624	9,825,850	(483,774)
550	Genoveva Chavez Community Ctr	590,000	590,000	-
620	Services to Other Departments	1,415,889	1,415,889	-
QUARTERLY TOTAL - ALL FUNDS		***$ 75,525,982***	***$ 39,144,464***	***$ (36,381,518)***

FIR No. 10686.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Third Quarter Budget Amendments, Fiscal Year 2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins **Date:** 5/21/2025 **Phone:** (505) 955-6177

Reviewed by City Attorney: Erin McSherry Date: 06/04/2025
Erin McSherry (Jun 4, 2025 11:22 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
The purpose of the Resolution is to approve Third Quarter FY 2025 budget adjustments and request Department of Finance Authority to approve Third Quarter FY 2025 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:
See Resolution, Exhibit A –City of Santa Fe 3rd Quarter FY 2024-25 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE 26	FYE 27	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 25	FYE 26	FYE 27	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***

CITY OF SANTA FE

Memorandum

Date: May 28, 2025

To: Governing Body, Quality of Life Committee, and Finance Committee

From: Bernadette Salazar, Human Resources Director BJS

RE: Updating and Extending the Mental Health and Wellness Pilot Program

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EXECUTIVE SUMMARY:

The proposed resolution would extend a two (2) year pilot program for City of Santa Fe ("City") employees until June 30, 2026. The program provides one (1) day a year of "Wellness Day Leave" and up to two (2) hours per week of Physical and Mental Fitness Leave for City employees. The resolution would also update the temporary Personnel Rule 13.92, to require employees who are approved for Physical and Mental Wellness leave to complete up to three surveys—one before taking leave, one at the end of the pilot program, and one during the program, if the Human Resources Department determines a third survey would be helpful. The survey requirement would allow the City to collect data and feedback from City employees to determine the impact of the pilot program.

BACKGROUND:

The Governing Body updated the Personnel Rules and Regulations in 2023 through Resolution No. 2023-17 to include a two (2) year pilot program for Wellness Day Leave and Physical and Mental Fitness Leave. Personnel Rule 13.91 allows classified full-time and part-time, exempt, and term employees one (1) wellness day each calendar year. Personnel Rule 13.92 two (2) hours per week of Physical and Mental Fitness leave for physical and mental fitness activities for classified full-time, exempt, and term employees who are eligible. Human Resources has received positive feedback about the program and supports continuing the pilot program for another year to obtain more data.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

UPDATING THE TERMS OF AND EXTENDING THE PILOT PROGRAM SUPPORTING PHYSICAL AND MENTAL WELLBEING OF CITY OF SANTA FE EMPLOYEES.

WHEREAS, according to the Centers for Disease Control and the Kaiser Family Foundation's "Mental Health and Substance Use State Fact Sheets" New Mexico has an age-adjusted suicide rate nearly double the average of the rest of the country, as well as higher than average rates of anxiety or depressive disorders; and

WHEREAS, in 2023, the City of Santa Fe ("City") adopted Resolution 2023-17, establishing a two-year pilot program in support of physical and mental wellbeing for City employees and establishing Personnel Rules 13.91 and 13.92 ("Wellness Leave Pilot Program"); and

WHEREAS, Personnel Rule 13.91 allows classified full-time and part-time, exempt, and term employees one (1) day of leave as a "wellness day" each calendar year; and

WHEREAS, Personnel Rule 13.92 provides eligible, classified full-time, exempt, and term employees two (2) hours per week for physical and mental fitness activities ("Physical and

Mental Fitness Leave"); and

WHEREAS, without Governing Body action, the Wellness Leave Pilot Program will expire on June 30, 2025; and

WHEREAS, more data is needed to better understand the impact of the Wellness Leave Pilot Program for City employees; and

WHEREAS, employee surveys, including at least one before any leave is taken, and one at the end of the pilot program, could provide valuable data regarding the impact of the Wellness Leave Pilot Program; and

WHEREAS, it is reasonable and appropriate to extend the Wellness Leave Pilot Program because the health and fitness of City employees is important.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Wellness Leave Pilot Program is extended to June 30, 2026, for City employees, with the modifications included in Exhibit A, which require employees to agree to take up to three surveys as a condition of taking wellness leave: at the beginning, end, and during the program, if the Human Resources Department determines the third survey is helpful.

PASSED, APPROVED, and ADOPTED this ___ day of ____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 5, 2025 15:08 MDT)

ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/ Updating the Fitness and Wellness Pilot Program

Exhibit A

RULE 13 LEAVE
Rule 13.91 Wellness Day Leave (~~Proposed Two-~~Three-Year Pilot Program Rule).

Classified full-time and part-time, exempt, and term employees shall be eligible each calendar year for one (1) wellness day. Employees are eligible to request Wellness Day Leave after successful completion of the employee probationary period. This category of leave is designed to be used for mental health and wellness. Such leave should be requested in advance, to the extent possible. Every effort will be made to accommodate an employee's request. Wellness Day Leave should be granted unless granting the requested leave would impair the effective and efficient operation of the department.

1. The Wellness Day Leave must be taken in eight (8) consecutive-hour increments or in increments representative of the employee's regular work schedule. For example, a part-time employee would be eligible for 4 hours of wellness leave, an employee who works a 10-hour schedule would be eligible for 10 hours of wellness leave, a firefighter that works a 24-hour schedule would be eligible for 24 hours of wellness leave each calendar year.

2. The Wellness Day Leave must be taken within the current calendar year, or it will be forfeited.

3. Upon separation of employment, employees will not be compensated for the unused Wellness Day leave.

4. The Wellness Day Leave will not be counted toward the earning of Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.

5. Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.

Rule 13.92 Two-Hour Weekly Wellness Program: Physical and Mental Fitness Leave. (~~Proposed~~ Three-Year Temporary Rule)

Classified full-time, exempt, and term employees may be eligible for two (2) hours per week of Physical and Mental Fitness Leave for physical and mental fitness activities. Employees are eligible for this leave after successful completion of the probationary period and required approvals. This is a category of leave designed to promote fitness and wellness.

1. The Physical and Mental Fitness Leave will not be counted toward the earning of the Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.
2. Employees may request a modified work schedule by utilizing the standard request process for flexible-work arrangements, which may permit the employee to take up to two (2) hours per week of Physical and Mental Fitness Leave for physical and mental wellness purposes.

3. Physical and mental fitness activities are activities that promote physical and/or mental well-being including physical exercise (for example, bicycling, walking, jogging, yoga, weight training, swimming, tennis, volleyball, softball and racquetball), health risk appraisals, wellness screenings, fitness testing, mindfulness and meditation exercises, healthy eating classes, nutrition consultation, health behavior change coaching, and smoking cessation classes.

4. An eligible employee must request and be approved to participate in the Physical and Mental Fitness Leave through the standard flexible work arrangement process. Granting the employee request is subject to the needs of the City. If the request is approved, it may be withdrawn by the City at any time if allowing the employee to continue would not be in the best interest of the City or have a negative impact on the operations of the City. The denial or rescinding of Physical and Mental Fitness Leave is not subject to grievance procedures or appeal processes.

5. Before being approved for Physical and Mental Wellness leave employees shall agree to complete up to three surveys about their physical and mental health and wellness: —one before taking leave and one at the end of the pilot program, and one during the pilot program, if the third survey is required by the Human Resources Department.

~~5~~6. Time needed for travel, taking showers, changing clothes and/or eating lunch must be considered and should be included in the modified work schedule.

~~6~~7. Employees may elect to forgo a scheduled period of Physical and Mental Fitness Leave. However, missed Physical and Mental Fitness Leave is forfeited for the week and may not be made up at a different time during the week it was missed.

~~7~~8**.** While considering and reviewing requests for participation in Physical and Mental Fitness Leave, supervisors should maintain adequate coverage to meet the business needs of the City, should not unfairly shift workloads to other staff members, and should not incur additional associated costs to the City.

~~8~~9. Participants in this program are responsible for notifying their supervisor should they cease to engage on a regular basis, in the Physical and Mental Fitness Leave on the days specified on their request.

~~9~~10. As a condition of participating in the Physical and Mental Fitness Leave, employees irrevocably agree to indemnify and hold the City of Santa Fe harmless from any and all liability and waive any claims, including but not limited to workers' compensation, for any and all injuries caused by or aggravated by activities completed during any Physical and Mental Fitness Leave.

~~10~~11. Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.

FIR No. 10682.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Updating and Extending the Mental Health and Wellness Pilot Program

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Human Resources

Staff Completing FIR: Bernadette Salazar, Human Resources Director **Date:** 5/28/2025
Phone: 505-955-6591

Reviewed by City Attorney: Erin McSherry **Date:** 06/05/2025
Erin McSherry (Jun 5, 2025 15:08 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
The proposed resolution would extend a two (2) year pilot program ("Wellness Leave Pilot Program") for City of Santa Fe ("City") employees until June 2026. The Wellness Leave Pilot Program provides one (1) day a year of "Wellness Day Leave" and up to two (2) hours per week of "Physical and Mental Fitness Leave" for City employees. The resolution would also amend Personnel Rule 13.92 to require employees to agree to complete up to three surveys—one before leave is taken, one at the end of the pilot program, and, if determined helpful by the Human Resources Department, an additional survey during the program.

Departments Affected:
All Departments.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Wellness Leave Pilot Program will end, and City employees would no longer have Wellness Day Leave and Physical and Mental Fitness leave.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2023-17 established the initial pilot program.

Performance and Administrative Implications:
The City would need to develop and the Human Resources Department would need to administer the required surveys. If the program contributes to hiring and retention and/or employee performance, then the program could improve city performance.

Fiscal Implications:

If the Health and Wellness program contributes to City hiring and retention and/or employee performance, then the program could have significant fiscal benefits to the City that are difficult to quantify without additional data. If every employee took Wellness Day Leave, the equivalent cost would be approximately $342,284. In addition, there is a possibility that overtime costs could be incurred as a result of the leave if a position requires an employee to work a shift in the absence of an employee who is on the leave, however that amount is unknown. It is unknown because an employee who is called in to work may or may not be eligible for overtime pay pursuant to City rules and the Fair Labor Standard Act. Additionally, most positions in the City do not require calling in another employee for overtime in the absence of the originally scheduled employee. If every employee utilized two hours per week of Physical and Mental Fitness Leave, the equivalent cost of the lost hours would be approximately $4,449,688. Lastly, if the past is predictive of the future, not all employees will utilize the benefits provided in Personnel Rule 13.

Fiscal Impact

x Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative: See above narrative.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Bernadette Salazar

Email: bjsalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 6, 2025

To: Governing Body and Quality of Life Committee

From: Erin K. McSherry, City Attorney EM

RE: Deputy City Manager Appointment

SUMMARY:

The proposed bill would remove the sixty (60) day timeline for appointing a deputy city manager and the requirement that the Governing Body approve the Deputy City Manager's position description. It requires that the deputy city manager have the same minimum qualifications as the city manager.

The bill would also remove language that is inconsistent with the City's Charter that states that the city manager is responsible for the preparation of the annual budget. The Charter requires that the Mayor prepare and introduce the budget.

The sixty-day timeline for appointing a deputy is unrealistic for a new city manager. A timeline also does not serve an apparent public policy interest. For example, if one deputy city manager leaves and the city manager wishes to appoint a new one, a timeline starting at the time the city manager is appointed is illogical.

Requiring the deputy city manager to have the same minimum qualifications as the city manager serves the interest of having an adequately qualified person serve in the city manager's absence during vacations, etc. The required minimum qualifications would not, however, mean that a mayor would have to appoint the deputy city manager as city manager if a city manager departed.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-16

INTRODUCED BY:

Mayor Alan Webber

A BILL

AMENDING SECTION 2-4.6 TO REMOVE THE SIXTY (60) DAY TIMELINE FOR THE CITY MANAGER TO HIRE A DEPUTY CITY MANAGER AND UPDATE THE SECTION CONSISTENT WITH THE CHARTER

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 2-4.6 of SFCC 1987 (being Ord. No. 1954-3, § 3, as amended) is amended to read:

2-4.6 - Powers and duties of the city manager.

The city manager shall:

A. Be the chief administrator officer of the city, and be the contracting officer of the city, with the approval of the governing body. The city manager may enter into contracts having up to a total value of one hundred and fifty thousand dollars ($150,000), excluding applicable taxes. Beginning July 1, 2024, the city manager may enter into contracts having up to a total value of two hundred thousand dollars ($200,000), excluding applicable taxes. The city manager shall enter into or terminate the following types of contracts or agreements only with the express approval of the governing body.

underscored material = new [~~bracketed material~~] = delete

(1) Memoranda of understanding (MOUs) with governmental entities, joint powers agreements (JPAs), and any other agreements or contracts with a value that exceeds one hundred and fifty thousand dollars ($150,000), excluding applicable taxes, and two hundred thousand dollars ($200,000) beginning July 1, 2024, excluding applicable taxes. For the purposes of this provision governmental entity includes but is not limited to; counties, states, federal agencies, housing authorities, tribes, or intergovernmental agencies; and

(2) Agreements on land use issues that modify the terms of land use approvals made by the governing body or any other public decision-making body to whom the governing body has delegated some of its zoning and land use authority, or agreements on land use issues that deviate from the ordinances contained in Chapter 14 SFCC 1987 or any plans or agreements that have been approved under those ordinances except as may be authorized in Chapter 14 or by such agreement;

B. Have the authority to enter agreements seeking or accepting funds of any amount, when the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the governing body's next regularly scheduled meeting. Such agreements shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted;

C. Publish a list of all contracts the city manager signed each month to the city's public website within ten (10) business days of the end of each month. The list shall include contract party/ies name(s), value and duration of the contract, and contract purpose. One or more city manager designee(s) may facilitate compiling and publishing the list.

D. Employ and discharge all municipal employees in accordance with the city's personnel rules and regulations, collective bargaining agreements and other applicable policies and ordinances.

E. Coordinate and supervise the activities and operations of the various departments established by the governing body within the city government, and efficiently manage the administrative affairs of the city;

F. Carry out, expeditiously and efficiently, the programs and policies adopted by the governing body and cause to be enforced all ordinances and regulations adopted by the governing body;

G. Attend all meetings of the governing body and of committees thereof, or send a delegate, and the city manager or delegate shall participate in the discussion of all matters pertaining to the administration of city affairs coming before the governing body or such committees, but the city manager or delegate shall not have the right to vote;

~~[H. Be responsible for the preparation of the annual budget;]~~

[~~I~~]H. Keep the governing body informed of the financial condition and of the needs of the city and render reports with respect thereto and with respect to all other city affairs at such times and in such forms as may, from time to time, be prescribed by the governing body, accompanied by such recommendations as the city manager may deem advisable;

[~~J~~]I. Formulate and recommend to the mayor and city council the adoption of such measures as the city manager may, from time to time, deem necessary or advisable for the health, safety and welfare of the city and its inhabitants, or for the improvement of administrative or departmental functions and services;

[~~K~~]J. Make recommendations with respect to the purchase on behalf of the city departments of materials, supplies, and equipment and supervise the making of such purchases when and in the manner authorized by the governing body;

[~~L~~]K. Ensure that the city's collective bargaining management team and the governing body hold a meeting in executive session for the purpose of broadly discussing issues of collective bargaining previous to the annual collective bargaining negotiations between the city and its

bargaining units so as to empower the management team with the authority to negotiate in good faith;

[~~M~~]L. [~~May~~] If desired, appoint a deputy city manager. [~~within sixty (60) days of being appointed city manager. Prior to the appointment of a deputy city manager, the city manager shall present a job description to the governing body for review and approval.~~] The powers and duties designated to the deputy city manager shall not exceed the powers and duties of the city manager, and the minimum qualifications shall be at least those required for the City Manager; and

[~~N~~]M. Report to the governing body every six (6) months regarding the organization of the city's departments and divisions.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 6, 2025 16:16 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bills/2025-16/ Deputy City Manager Appointment

FIR No. 10689.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Deputy City Manager Appointment

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Human Resources; City Manager; City Attorney's Office

Staff Completing FIR: Erin K. McSherry **Date:** 6/6/2025 **Phone:** (505) 955-6591

Reviewed by City Attorney: Erin McSherry Erin McSherry (Jun 6, 2025 16:16 MDT) **Date:** 06/06/2025

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
The proposed bill would remove the sixty (60) day timeline for appointing a deputy city manager and the requirement that the Governing Body approve the deputy city manager's position description. It requires that the deputy city manager have the same minimum qualifications as the city manager. The bill would also remove language that is inconsistent with the City's Charter that states that the city manager is responsible for the preparation of the annual budget. The Charter requires that the Mayor prepare and introduce the budget.

Departments Affected:
Human Resources Department and City Manager.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Code would continue to provide that the city manager has the right to hire a deputy city manager within sixty (60) days of being appointed and would not require the position of deputy city manager to have the same minimum qualifications as the position of city manager. In addition, the code regarding the city manager duties would remain inconsistent with the City Charter.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The sixty-day timeline for appointing a deputy is unrealistic for a new city manager. A timeline also does not serve an apparent public policy interest. For example, if one deputy city manager leaves and the city manager wishes to appoint a new one, a timeline for hiring the deputy that starts at the time the city manager is appointed is illogical. Requiring the deputy city manager to have the same minimum qualifications as the city manager serves the interest of having an adequately qualified person serve in the city manager's absence during vacations, etc. The required minimum qualifications would not, however, mean that a mayor would have to appoint the deputy city manager as city manager if a city manager departed. The Human

Resources Department would update the minimum qualifications required for the deputy city manager to be the same as the city manager. The city manger would still have the ability to appoint a deputy city manager.

Fiscal Implications:
None.

Fiscal Impact

_____x_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

CITY OF SANTA FE

Memorandum

Date: 6/4/2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee

From: Romella Glorioso-Moss, Public Works Projects Administrator

Via: Regina Wheeler, Public Works Director

RE: Establishing Santa Fe as a Vision Zero

SUMMARY:

The purpose of the proposed resolution is to establish the City of Santa Fe ("City") as a Vision Zero city, and to direct the City Manager to take actions that support the Vision Zero Goals on improved traffic safety and reduction in deaths and injuries due to traffic accidents and collisions. The purpose of Vision Zero is to implement policies and regulations that significantly reduce traffic fatalities and traffic related injuries while increasing safety, health, and equitable mobility for all. The resolution would direct the City Manager to work with City staff to complete the following Vision Zero strategies:

- Impropriate Vision Zero principles into the implementation of all relevant plans and policies, including but not limited to the Bicycle and Pedestrian Advisory Committee's Strategic Plan for Fiscal Year 2023-2033, Santa Fe Metropolitan Planning Organization's Local Road Safety Plan (2022), and the Complete Streets Design Standards.
- Prioritize safety measures that place human safety first and foremost in road and street system investment decisions.
- Apply the Safe System Approach in designing the City of Santa Fe's roadway system which involves anticipating human mistakes by designing and managing road infrastructure to keep the risk of mistake low.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber Councilor Michael Garcia

A RESOLUTION

ESTABLISHING THE CITY OF SANTA FE AS A VISION ZERO CITY AND DIRECTING THE CITY MANAGER TO TAKE ACTION IN SUPPORT OF THE VISION ZERO GOAL.

WHEREAS, vehicular fatalities and serious injuries are unacceptable and most are preventable; and

WHEREAS, in 2022 the National Traffic Safety Administration reported that out of five million, nine hundred thirty thousand, four hundred ninety-six (5,930,496) nationwide police-reported crashes, forty-two thousand, five hundred fourteen (42,514) resulted in fatalities while two million, three hundred eighty-two thousand, seven hundred seventy-one (2,382,771) resulted in serious injuries; and

WHEREAS, of the forty-two thousand, five hundred fourteen (42,514) fatalities in 2022, eleven thousand, three hundred (11,300) were unrestrained motor vehicle occupants, thirteen thousand, five hundred (13,500) were alcohol-impaired driving related, and twelve thousand, one hundred fifty (12,150) were speed related – all preventable crashes; and

WHEREAS, according to a New Mexico Department of Transportation ("NMDOT")

press release from October of 2024, New Mexico has had the highest number of pedestrian fatalities per capita rate in the nation since 2016; and

WHEREAS, the NMDOT annual report from 2022 establishes the following statistics:

- fatalities in New Mexico have increased by nineteen percent (19%) from 2018 to 2022; and
- from 2018 to 2022, for state roads, Santa Fe has four (4) of the top ten (10) "high incident intersections" for pedestrian crashes and two (2) of the top ten (10) for fatal crashes; and
- New Mexico's traffic fatality rate of 1.73 per one hundred thousand (100,000) people in 2022 was higher than the national average of 1.33 per one hundred thousand (100,000) people; and

WHEREAS, the Santa Fe New Mexican published the following information from NMDOT about Santa Fe intersections:

- the most dangerous areas for pedestrian crashes in Santa Fe are along the intersections on Cerrillos Road, including, in order, Camino Carlos Rey, Zafarano Drive, St. Michael's Drive, and Siler Road;
- Cerrillos Road is also the location of the three (3) top ten (10) intersections for fatal crashes, including, in order, Richards Avenue, Camino Carlos Rey, and Zafarano Drive; and

WHEREAS, "Vision Zero" is a strategy to reduce all traffic fatalities and severe traffic and vehicle related injuries, while increasing safe, healthy, and equitable mobility for all; and

WHEREAS, the Vision Zero strategy was first adopted in Sweden in 1997; and

WHEREAS, since the implementation of Vision Zero in Sweden in 1997, the national government of Sweden has reported that traffic fatalities have been cut in half; and

WHEREAS, Vision Zero has spread around the world since its first adoption in 1997,

including twenty (20) cities in the United States of America; and

WHEREAS, in 2021, the Federal Highway Administration adopted the Vision Zero strategy; and

WHEREAS, the Bicycling and Pedestrian Advisory Committee Strategic Plan recommends that the City of Santa Fe ("City") "advocate for Vision Zero as a City policy"; and

WHEREAS, the Governing Body believes that adopting Vision Zero as a strategy will promote safe mobility in Santa Fe; and

WHEREAS, reaching zero (0) deaths requires the implementation of a "Safe System" approach, which is founded on six (6) principles: deaths and serious injuries are unacceptable, humans make mistakes, humans are vulnerable, responsibility is shared, safety is proactive, and redundancy is crucial; and

WHEREAS, according to the United States Department of Transportation Federal Highway Administration, the Safe Systems Approach is a multi-layered implementation model that is necessary for a Vision Zero model to be successful in the United States; and

WHEREAS, in 2024, NMDOT launched the "Target ZeroNM" initiative, with the goal of coordinating all transportation safety work currently underway in New Mexico and sharpening NMDOT's focus on safety; and

WHEREAS, Target ZeroNM envisions a transportation system where every journey by car is completed safely, with zero driving related deaths in New Mexico by 2050.

WHEREAS, the City, in cooperation with the Santa Fe Metropolitan Planning Organization ("MPO"), has, for the past five (5) years, focused exclusively on road safety and adheres to the NMDOT's goal to implement ZeroNM through the following principles:

- Completion of the Agua Fria Corridor Study that targets reducing speed and increasing safety through the corridor.
- New transportation data platform investments that include speed, crash, volume,

and reliability data that are now easily transformed into policy information supporting strategies and policies intended to increase safety for all users.

- Completion of the Multimodal Transition Plan with the specific intent to increase safety for all users.
- Completion of the Santa Fe Neighborhood Street Safety Study where an innovative "Comparative Analysis" matching community-identified concerns, existing data and analysis that translates into implementable safety strategies.
- Participation in a Cerrillos Road - Safety Audit sponsored by NMDOT that targets specific infrastructure modifications for the purpose of slowing speeds and increasing safety.
- A new commitment to the critical analysis of all future re-paving and subsequent re-striping projects to seek opportunities to reduce lane widths, lower speeds, enhance bicycle facilities and pedestrian crossing for increase safety.
- The recalibration of traffic signals to include leading pedestrian intervals.
- Completion of the Santa Fe MPO Local Road Safety Plan detailing specific countermeasures, infrastructure improvements and planning considerations targeting "High Injury Networks".
- Completion of the City Transportation Impact Assessment Guidelines that focus on levels of service for all users, support infrastructure needs that slows traffic, and includes a level of stress analysis for pedestrians and bicyclists; and

WHEREAS, the principles from the MPO Local Road Safety Plan outlined above are part of the MPO's initiative to adhere to NMDOT's desire to implement the zero deaths vision, which is the U.S Department of Transportation Federal Highway Administration's rendition of Vision Zero.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA FE that the

Governing Body hereby honors and supports the adoption of a Vision Zero strategy to significantly reduce traffic fatalities and serious injuries by 2050.

BE IT FURTHER RESOLVED that the City Manager is hereby directed to work with staff to complete the following actions in support of the Vision Zero goal:

1) Incorporate Vision Zero principles into the implementation of all relevant plans and policies, including but not limited to the Bicycling and Pedestrian Advisory Committee's Strategic Plan for Fiscal Year 2023-2033, Santa Fe MPO Local Road Safety Plan (2022), and Complete Streets Resolution No. 2022-46.
2) Prioritize safety measures that place human safety first and foremost in road and street system investment decisions.
3) Apply the Safe System approach in designing the City's roadway system which involves anticipating human mistakes by designing and managing road infrastructure to keep the risk of a mistake low; and increasing the chances that when a mistake leads to a crash, the impact on the human body doesn't result in a fatality or serious injury. Road design and management should encourage safe speeds and appropriate pre-crash angles to reduce injury severity.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 6, 2025 16:26 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10678.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Establishing Santa Fe as a Vision Zero City

Sponsor(s): Mayor Alan Webber and Councilor Michael Garcia

Reviewing Department(s): Public Works Department

Staff Completing FIR: Romella Glorioso-Moss **Date:** 5/20/2025 **Phone:** (505) 955-6623

Reviewed by City Attorney: Erin McSherry **Date:** _____
Erin McSherry (Jun 6, 2025 16:26 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/06/2025

Summary:
The purpose of this Resolution is to establish the City of Santa Fe ("City") as a Vision Zero city, and to direct the City Manager to take requisite actions that support the Vision Zero goal. The purpose of Vision Zero is to implement policies and regulations that significantly reduce traffic fatalities and traffic related injuries while increasing safety, health, and equitable mobility for all.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City would not adopt the Vision Zero strategy.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The proposed resolution directs the City Manager to work with staff to incorporate strategies that support the Vision Zero Goal or significantly reduce all traffic fatalities and severe traffic and vehicle related injuries.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: rsglorioso-moss@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 15, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Emily K. Oster, Finance Director EKO

Via: Mark Scott, City Manager MS
MS

RE: General Obligation Bond Parameters

EXECUTIVE SUMMARY:

The proposed bill would authorize the issuance and sale of up to $25,000,000 of City of Santa Fe ("City"), tax-exempt general obligation bonds payable from ad valorem property taxes.

The proposed bond sale was approved at the General Election held November 5, 2024 with 34,469 "yes" votes, which was over 84% of total votes. As stated in the ballot question, the bond proceeds would be used to construct, design, equip, and improve roads and streets within the City.

The bonds would be sold by either competitive sale or negotiated sale. The proposed bill delegates authority to the City's Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The proposed bill also authorizes the Finance Director to determine final terms of the Bonds within specified parameters and conditions including: (A) The aggregate principal amount of the bonds shall not exceed $25,000,000; (B) The net effective interest rate on the Bonds shall not exceed 10% per annum; (C) The final maturity of the Bonds shall not be later than August 1, 2045; (D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and (E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Interest expense of $593,750 for FY 2026 and $1,187,500 for FY 2027 was estimated based on the following assumptions: the bonds are sold at an interest rate of 4.75%, the full $25,000,000 of bonds is sold in July/August 2025, the first interest payment is due February 1, 2026, and principal repayment begins in 2031. Estimated interest expense for the full 20-year term of the bonds is approximately $17,500,000.

Approval of the proposed bill would provide the funding necessary to allow the Public Works Department to move forward with planned efforts to construct, design, equip, and improve City of Santa Fe roads and streets.

ATTACHMENTS:
Bill
FIR
Memo Attachment - Memo to City re. GO Bond Parameters Ordinance

MEMORANDUM

From: Peter Franklin, Modrall Sperling
Bond Counsel to the City of Santa Fe

To: Governing Body of the City of Santa Fe

Through: Emily K. Oster, Finance Director

Subject: Bond Parameters Ordinance authorizing the issuance of General Obligation Bonds approved at the General Election held on November 5, 2024

Date: May ___, 2025

1. Background.

The Governing Body of the City adopted Resolution No. __ on [August 14, 2024] pursuant to which it submitted the following question to be placed on the ballot at the election to be held on November 5, 2024 (the "Election"): "Shall the City of Santa Fe issue up to $25,000,000 in general obligation bonds payable from property taxes to construct, design, equip, and improve roads and streets within the City?" At that election, a majority of the electors of the City voted in favor of the question.

Article IX, Section 12 of the Constitution of the State provides that "no city, town or village shall contract any debt except by ordinance… . " The attached ordinance authorizes the issuance and sale of the general obligation bonds approved at the Election (the "Series 2025 Bonds" or the "Bonds") by either a competitive or negotiated sale, subject to specified parameters, each as described below. The Ordinance delegates authority to the City Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The section and subsection references below refer to the corresponding sections and subsections of the Ordinance unless otherwise indicated.

2. The Ordinance.

A. Sale of the Bonds by either competitive sale or negotiated sale.

1. Competitive Sale. Section 1 authorizes the sale of the Bonds either by a competitive sale pursuant to a Notice of Sale of the Bonds to be published in the *Santa Fe New Mexican* and by other methods, including publication in financial periodicals and distribution among investment bankers of a Preliminary Official Statement in the form included with the Ordinance. Section 2 approves the forms of the Notice of Bond Sale for newspaper publication (Ordinance Exhibit A-1), and the Official Notice of Bond Sale (Ordinance Exhibit A-2) and appended to the Preliminary Official Statement.

2. Negotiated Sale. Subsection B of Section 1 provides that if, due to market conditions, the Finance Director, in consultation with the City's Municipal Advisor and Bond Counsel, deems it advisable that the Bonds be sold in a negotiated sale to an underwriter or underwriting group (the "Underwriter"), the Finance Director shall coordinate for the selection of an Underwriter and the negotiated sale of the Bonds to the Underwriter pursuant to a bond purchase agreement.

B. Delegation of authority to the Finance Director to determine final terms of the Bonds within specified parameters.

Section 3 provides for the Finance Director to execute an Award Certificate setting forth the final terms of the Bonds, which must meet the parameters and conditions listed below:

(A) The aggregate principal amount of the bonds shall not exceed $25,000,000;
(B) The net effective interest rate on the Bonds shall not exceed 10% per annum;
(C) The final maturity of the Bonds shall not be later than August 1, 2045;
(D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and
(E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

C. Summary of the other provisions of the Ordinance.

Section 4 specifies that the Bonds will be dated the date of delivery, will issued in a single series, and in denominations of $5,000 or integral multiples thereof; provides for the payment of interest beginning on February 1, 2026, and on each February and August thereafter, and shall mature on August 1 in the years 2030 through 2045; provides details regarding the registration and payment of debt service on the Bonds; provides for redemption of the Bonds maturing on and after August 1, 2036 may be redeemed at the option of the City in whole or in part on and after August 1, 2035.

Section 5 provides that the Bonds constitute general obligations of the City, payable from *ad valorem* property taxes, and that the full faith and credit of the City is irrevocably pledged to pay the principal of and interest on the Bonds.

Sections 6 through 9 provide details concerning the execution and authentication of the Bonds, the issuance and registration of the Bonds with the Depository Trust Company (the "Depository"), the payment of principal and interest on the Bonds by the Registrar/Paying Agent to the Depository, approves a form of Registrar/Paying Agent agreement with BOKF, NA and provides for the appointment of a successor Registrar/Paying agent under certain conditions. BOKF, NA has served as Registrar and Paying Agent under a separate agreement with the City for each series of publicly marketed bonds issued by the City, beginning with the City's $32,725,000 Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A. Each agreement was procured as a small purchase, based on the compensation to be paid by the City ranging from $175 to $300 as an acceptance fee, and an annual fee ranging from $225 to $300, payable during the term of the bond series corresponding to each agreement. Pursuant to the Registrar/Paying Agent Agreement proposed in connection with the Series 2025 Bonds, the acceptance fee is $300 and the annual fee is $300.

Section 10 provides the form of the Bonds.

Section 11 provides for the delivery of the Bonds to the lawful purchaser identified in the Award Certificate.

Section 12 provides for the annual levy of *ad valorem* property taxes sufficient to pay debt service on the Bonds at the time it is due, and for the taxes to be kept by the City in its interest and sinking fund, to be used solely for the purpose of paying debt service on the Bonds.

Section 13 authorizes the Mayor, City Clerk, City Manager, Finance Director and other officers and employees of the City to take all action necessary or appropriate to effectuate the provisions of the Ordinance, including the distribution of the Official Notice of Bond Sale, the preparation and distribution of the Preliminary Official Statement, the delivery of closing certificates and a continuing disclosure agreement.

Section 14 provides that the City will restrict the use of proceeds of the Bonds, will apply the proceeds to governmental purpose of the Bonds, and will comply with the other applicable federal requirements, so as to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 15 provides that Bonds will be deemed to be paid and no longer outstanding ("Defeased") when the City has provided for the payment of the principal of and accrued interest on such Bonds by irrevocably depositing money or government securities sufficient to pay the principal and interest on such Bonds when due, and that Defeased Bonds shall no longer be secured by the *ad valorem* property taxes levied for payment of the Bonds.

Section 16 provides that the City may invest proceeds of the Bonds as permitted by law and federal requirements applicable to the tax-exempt status of the Bonds.

Section 17 provides that, after the Bonds have been issued, the Ordinance shall constitute a contract between the City and holders of the Bonds while they are outstanding.

Sections 18 provides that the invalidity or unenforceability of any provision of the Ordinance shall not affect the validity or enforceability of its remaining provisions.

Section 19 provides that all action inconsistent with the Ordinance are repealed to the extent of such inconsistency.

Sections 20 and 21 provide for recordation of the Ordinance, publication of a notice of its adoption in a newspaper of general circulation in the City, and the form of such notice.

MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.

By:_____
Peter Franklin,
Shareholder/Attorney

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

The Governing Body (the "Governing Body") of the City of Santa Fe, New Mexico (the "City"), met in regular session in full conformity with the law and the rules and regulations of the Governing Body at the Santa Fe Municipal Offices, 200 Lincoln Avenue, Santa Fe, New Mexico on the ____ day of _____, 2025, at the hour of_____. Upon roll call, the following members were found to be present:

PRESENT: Mayor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

ABSENT: _____

_____

_____

ALSO PRESENT: _____

Thereupon, there was officially filed with the Clerk a copy of a proposed ordinance in final form.

PUBLIC HEARINGS

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CONSIDERATION OF BILL NO. 2025-14

ADOPTION OF ORDINANCE NO. 2025-____

Authorizing issuance and sale of General Obligation Improvement Bonds, Series 2025 in

a principal amount of $25,000,000.

CITY OF SANTA FE, NEW MEXICO

COUNCIL BILL NO. 2025-14

ORDINANCE NO. _____

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-14

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth

A BILL

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SANTA FE, NEW MEXICO, TAX-EXEMPT GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF $25,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; DELEGATING AUTHORITY TO EACH OF THE MAYOR, CITY MANAGER AND CITY FINANCE DIRECTOR TO APPROVE A FORM OF NOTICE OF COMPETITIVE SALE OF THE BONDS OR, IF DEEMED ADVISABLE, THE SELECTION OF UNDERWRITERS TO SELL THE BONDS IN A NEGOTIATED SALE, AND TO DETERMINE THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS IN AN AWARD CERTIFICATE; APPROVING THE FORM OF AN AGREEMENT FOR REGISTRAR AND PAYING AGENT SERVICES TO BE PROVIDED BY BOKF, NA AND

underscored material = new [~~bracketed material~~] = delete

AUTHORIZING ITS EXECUTION AND DELIVERY; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Ordinance unless the context requires otherwise.

WHEREAS, the City is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico; and

WHEREAS, at a general obligation bond election duly called and held for the City of Santa Fe, State of New Mexico, (the "City") on November 5, 2024 (the "Election"), the electors of the City authorized the Governing Body of the City (the "Governing Body") to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing general obligation bonds of the City to secure funds for the following purposes in the following amounts:

Purpose	Amount Authorized at Election	Amount Previously Issued
Shall the City of Santa Fe issue up to $25,000,000 in general obligation bonds payable from general (*ad valorem*) taxes to acquire, construct, design, equip and improve road and street improvements within the City?"	$25,000,000	-0-

WHEREAS, the Governing Body has determined, and does hereby determine, that it is necessary and in the best interest of the City and the inhabitants thereof that $25,000,000 in principal amount of the general obligation bonds authorized at the election (the "Bonds") be issued at this time, and costs of issuance allocated to the Bonds shall be payable from proceeds thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1.

A. The Mayor and the City Clerk are authorized and directed to cause to be published a notice of sale of the Bonds in the form set forth below in Section 2, for the purposes and in the amount described above, in the *Santa Fe New Mexican,* a newspaper of general circulation in the City, at least one week prior to the date of sale, and the City Manager or Finance Director of the City (the "Finance Director") are each hereby authorized and directed to cause such other notice of the bond sale to be given as either of them shall determine, including the publication of the notice in financial papers and periodicals and the distribution among investment bankers and others of a Preliminary Official Statement relating to the Bonds. The form of Preliminary Official Statement relating to the Bonds, substantially as presented in connection with this Ordinance, is hereby approved.

B. If, due to market conditions, the Finance Director, in consultation with the Municipal Advisor to the City (the "Municipal Advisor") and Bond Counsel to the City ("Bond Counsel"), deems it advisable that the Bonds be sold in a negotiated sale with an underwriter or underwriting group (collectively, the "Underwriter"), the Finance Director is hereby authorized to coordinate with the Municipal Advisor and Bond Counsel for selection of an Underwriter and the negotiated sale of the Bonds.

Section 2.

A. The notice of sale of the Bonds shall be published in substantially the form attached to this Ordinance as Exhibit A-1.

B. The Official Notice of Bond Sale shall be in substantially the form attached to this Ordinance as Exhibit A-2.

C. Subject to the provisions of Section 1(B) above, the Finance Director shall

determine the date on which the competitive sale of the Bonds shall occur, in consultation with the Municipal Advisor to the City, and the notice of sale of the Bonds and the Official Notice of Bond Sale shall include such date.

Section 3. Pursuant to NMSA 1978, Section 6-14-10.2 , the City Finance Director is hereby delegated authority to (i) accept one or more binding bids and select the Purchaser or Purchasers of the Bonds, or (ii) in the event that the Finance Director has determined, pursuant to Section 1(B) above, that the Bonds will be sold in a negotiated sale, to execute and deliver a bond purchase agreement reflecting such final terms. In either case the final terms of the Bonds shall be set forth in an award certificate (the "Award Certificate") executed by the Finance Director, and shall be subject to the following parameters and conditions:

A. The Bonds shall be issued in an aggregate principal amount not to exceed $25,000,000 for the purposes set forth above.

B. The net effective interest rate on the Bonds shall not exceed 10% per annum.

C. The final maturity of the Bonds shall not be later than August 1, 2045.

D. The Bonds shall be sold for not less than par and not more than 115% of par.

E. The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Section 4.

A. The Bonds shall be dated the date of their delivery (herein the "Series Date"), will be issued in one series, and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of $5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth in the Award Certificate, payable to the registered

owner thereof, or registered assigns, semiannually on February 1 and August 1 each year in which the Bonds are outstanding, commencing February 1, 2026, and shall mature on August 1 in the years 2030 through 2045, as set forth in the Official Notice of Bond Sale.

B. Bonds which are reissued upon transfer, exchange, or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

C. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof, as shown on the registration books kept by BOKF, NA as the registrar/paying agent (the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at the address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and

shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

D. Except as may otherwise be provided in the Award Certificate, the Bonds maturing on and after August 1, 2036 shall be subject to prior redemption at the option of the City, in one or more units of principal of $5,000 on and after August 1, 2035 in whole or in part at any time, in such order of maturities as the City may determine, for the principal amount of each $5,000 unit of principal so redeemed plus accrued interest to the redemption date ("Optional Redemption"). Optional Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar/Paying Agent.

E. Notice of Optional Redemption and, if applicable, mandatory sinking fund redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption, which notice shall specify the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not

affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed, at the office of the Registrar/Paying Agent, the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date; and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption and the amount of money required to redeem the Bonds called for redemption need not be on deposit with the Registrar/Paying Agent at the time notice of redemption is given. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and, if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 5. The Bonds shall constitute the general obligation bonds of the City, payable from general *ad valorem* property taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 6. The Bonds shall bear the manual or facsimile signature of the Mayor and shall be attested by the manual or facsimile signature of the City Clerk. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The

Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that, before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and the City Clerk shall, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If required for execution of the Bonds, the Mayor and the City Clerk, pursuant to NMSA 1978, Sections 6-9-1 to -6 , shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the City as registrar and as paying agent for the Bonds, pursuant to the terms of the Registrar/Paying Agent Agreement, the form of which was presented to Governing Body in connection with this Ordinance, which is hereby approved. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly

endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be transferred, in the name of the transferee or transferees, a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be exchanged, a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes, except as may otherwise be provided with respect to payment of overdue interest as is otherwise provided in this Ordinance; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying

Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

E. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

F. Notwithstanding the above provisions of this Section, the Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with the Depository Trust Company of New York, New York (the "Depository"), acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants (the "Participants"). As a condition to delivery of the Bonds in book-entry form, the Purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal, premium, if any, and interest will be paid to the Depository or its nominee as

the registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the Depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The City will not be responsible or liable for maintaining, supervising, or reviewing the records maintained by the Depository, Participants, or Indirect Participants.

If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds, or (iii) the City determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the City or the Beneficial Owners, the City will either identify another similar depository to perform such functions or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the City shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants, and Beneficial Owners of the substitute Depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Officers of the City, including the City Manager and Finance Division Director, are authorized to sign agreements with the Depository relating to the matters set forth in this Section; provided, however, that any such agreements must be approved as to form by the City Attorney or the City Attorney's designee.

Notwithstanding any other provision of this Ordinance, so long as all of the Bonds are registered in the name of the Depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given

by the Registrar/Paying Agent to the Depository as provided in this Ordinance and by the Depository to its Participants or Indirect Participants in the manner provided in an agreement or letter of the City to the Depository.

Section 8. The form of agreement with BOKF, NA for Registrar/Paying Agent services is hereby approved, and shall be executed and delivered by the Mayor in substantially the form presented in connection with this Ordinance, with such modifications as may be necessary or convenient to carry out the provisions of this Ordinance. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that the Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of the Bonds at the address last shown on the registration books, appoint a successor Registrar/Paying Agent. Every such successor Registrar/Paying Agent shall be a bank or trust company located in and in good standing in the United States and having a shareholder equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than $10,000,000.

Section 9. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 10. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED REGISTERED

NO. _____ $_____

UNITED STATES OF AMERICA

STATE OF NEW MEXICO

CITY OF SANTA FE, NEW MEXICO

GENERAL OBLIGATION IMPROVEMENT BONDS

SERIES 2025

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Interest Rate	Maturity Date	Series Date	CUSIP
_____% per annum	August 1, 20___	_____, 2025	_____

The Governing Body of the City of Santa Fe (the "City") on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity, commencing on February 1, 2026. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by BOKF, NA, as registrar/paying agent (together with any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each

Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his or her address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest. If the Bonds are issued in book-entry only form, an authorized officer of the City and the applicable securities depository may make other arrangements for the payments on the Bonds.

The Bonds are fully registered and are issuable in denominations of $5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of $25,000,000 of like tenor except as to number, denomination, maturity date, and interest

rate, issued by the City, and represent the first and final series of general obligation bonds approved in a maximum principal amount of $25,000,000 by the qualified electors of the City at an election held on November 5, 2024, to provide funds to: (1) acquire, construct, design, equip and improve road and street improvements within the City and pay costs of issuance of the Bonds.

The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly the City Charter and Sections 6-15-11 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to the ordinance of the Governing Body authorizing the publication of a notice of sale of the Bonds and duly adopted on _____, 2025 (the "Ordinance") and the award of the Bonds by the City Finance Director to the best bidder therefore pursuant to an award certificate on _____, 2025 (the "Award Certificate" and, together with the Ordinance, , the "Bond Ordinance").

The Bonds maturing on and after August 1, 2036 are subject to prior redemption at the City's option in one or more units of principal of $5,000 on and after August 1, 2035, in whole or in part at any time, in such order of maturities as the City may determine, for the principal amount of each $5,000 unit of principal so redeemed plus accrued interest to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar/Paying Agent.

Notice of Optional Redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption, which notice shall specify the Bonds and the principal amount to be called for redemption and the applicable redemption

dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be transferred, in the name of the transferee or transferees, a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be exchanged, a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of overdue interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered

owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information, or indemnity relating thereto as the Registrar/Paying Agent may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed, or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Governing Body has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited, and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Governing Body of the City has caused this bond to be signed and executed with the manual or facsimile signature of the Mayor and subscribed

and attested with the manual or facsimile signature of the City Clerk, all as of the Series Date.

_____

Mayor

City of Santa Fe, New Mexico

(SEAL)

Attest:

_____

City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration: _____

BOKF, NA,

as Registrar/Paying Agent

By:

_____

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints_____ attorney to transfer such bond

on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Address: _____

_____

_____

Signature Guaranteed:

_____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End Form of Bond]

Section 11. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof identified in the Award Certificate. $25,000,000 in principal amount of the Bonds are issued as Improvement Bonds and represent the first and final series of general obligation bonds approved in a maximum principal amount of $25,000,000 by the qualified electors of the City at an election held on November 5, 2024, to provide funds to: acquire, construct, design, equip, and improve roads within the City, and to pay costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 12. There shall be levied on all taxable property within the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual *ad valorem* taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Governing Body, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied, and extended upon the tax rolls and collected in the same manner, at the same

time, and subject to the same penalties and interest as general state and City taxes are certified, levied, and collected. The taxes, when collected, shall be kept by the City in the City's interest and sinking fund for the City's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the City's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 13. The Mayor, City Clerk, City Manager, Finance Director, and other officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation, posting and distribution of the Official Notice of Bond Sale and Official Bid Form, in substantially the forms set forth in Exhibit A-2 attached hereto, and a Preliminary Official Statement to such potential bidders on the Bonds as they may determine and to take all action necessary or appropriate to give effect to the provisions of this Ordinance, including the printing of the Bonds, the execution of letters and agreements with the Depository, the execution of the Registrar/Paying Agent Agreement with BOKF, NA in substantially the form submitted to the Governing Body in connection with this Ordinance, the printing and execution of the Official Statement relating to the Bonds, the payment of the costs of issuance of the Bonds, and such certificates as may be required by the Purchaser or bond counsel relating to, among other things, the signing of the Bonds, the tenure and identity of City officials, the receipt of the purchase

price of the Bonds from the Purchaser, the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof, and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

In order to assist the Purchaser in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), at the time of delivery of the Bonds, the City will undertake, pursuant to a written continuing disclosure agreement, to provide annual financial information and notices of certain events as specified in that continuing disclosure agreement.

The Governing Body hereby approves the Continuing Disclosure Responsibilities Procedures attached to this Ordinance as Exhibit "B".

Section 14. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, Finance Director and any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and

make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor, Finance Director and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 15. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (a) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (b) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (i) lawful money of the United States of America sufficient to make such payment or (ii) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the *ad valorem* taxes herein levied and pledged as provided in this ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested and re-invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for

the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for use in accordance with law. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which may be United States Treasury Obligations, such as its State and Local Government Series, and which may be in book-entry form.

Section 16. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Governing Body and the City hereby covenant to the purchasers and the holders of the Bonds from time to time that the City will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 17. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrepealable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 18. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 19. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 20. Upon due adoption of this Ordinance, it shall be recorded in the book of the City kept for that purpose, authenticated by the signatures of the Mayor and Clerk of the City, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 21 below) shall be published in a newspaper which maintains an office and is of general circulation in the City, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 21. The following notice shall be published one time in a newspaper having general circulation in the City as soon as is practicable following the adoption hereof:

[Form of Notice]

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Santa Fe,

New Mexico, on the ____ day of _____, 2025, adopted an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SANTA FE, NEW MEXICO, TAX-EXEMPT GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF $25,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; DELEGATING AUTHORITY TO EACH OF THE MAYOR, CITY MANAGER AND CITY FINANCE DIRECTOR TO APPROVE A FORM OF NOTICE OF COMPETITIVE SALE OF THE BONDS

OR, IF DEEMED ADVISABLE, THE SELECTION OF UNDERWRITERS TO SELL THE BONDS IN A NEGOTIATED SALE, AND TO DETERMINE THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS IN AN AWARD CERTIFICATE; APPROVING THE FORM OF AN AGREEMENT FOR REGISTRAR AND PAYING AGENT SERVICES TO BE PROVIDED BY BOKF, NA AND AUTHORIZING ITS EXECUTION AND DELIVERY; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of the City of Santa Fe, New Mexico General Obligation Improvement Bonds in the aggregate principal amount of up to $25,000,000; provides that the Bonds shall be issued to provide funds to acquire, construct, design, equip, and improve roads and streets within the City, and to pay costs of issuance of the Bonds; delegates authority to the City Finance Director to determine the exact principal amounts, maturity dates, interest rates, prices, and other final terms of the Bonds and to award the Bonds to the best bidder therefore pursuant to an Official Notice of Sale and an Award Certificate or, alternatively, to coordinate a negotiated sale of the Bonds to an underwriter or underwriting group; approves a form of Registrar and Paying Agent Agreement in connection with the Bonds; provides for the delivery of the Bonds; provides for levy of taxes to pay the principal of and interest on the Bonds; makes certain covenants for the benefit of the owners of the Bonds; and provides other details concerning the Bonds.

Complete copies of the Ordinance are available for public inspection during normal and regular business hours at the offices of the City Clerk at 200 Lincoln Avenue, Santa Fe, New Mexico. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this ___ day of _____, 2025.

/s/

Mayor

City of Santa Fe, New Mexico

[End Form of Notice]

PASSED, APPROVED AND ADOPTED THIS ____DAY OF _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____

Alan Webber, Mayor

(SEAL)

Attest:

_____

Andrea Salazar, Clerk

Councilor _____then moved adoption of the foregoing Ordinance, duly seconded by Councilor _____.

The motion to adopt said Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

Those Voting Nay: _____

_____

_____

Those Absent: _____

_____

_____

_____ (_) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon the Mayor and the Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

CITY OF SANTA FE, NEW MEXICO

By _____

Alan Webber, Mayor

[SEAL]

ATTEST:

By_____

Andréa Salazar, Clerk

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

I, Andréa Salazar, the duly acting and qualified Clerk of the City of Santa Fe, New Mexico (the "City"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council (the "Governing Body"), constituting the governing body of the City, had and taken at a duly called regular meeting held at the Santa Fe Municipal Offices, 200 Lincoln Avenue, Santa Fe, New Mexico, 87501, on _____, 2025 at the hour of_____, insofar as the same relate to the execution and delivery of the proposed Loan Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Such proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at such meeting, as therein shown.

3. Notice of the _____, 2025 meeting of the Governing Body was duly given as required by the Open Meetings Act, Sections 10-15-1 through 4, NMSA 1978 and Resolution No. _____ 2025-___which is the current Resolution of the City which establishes the reasonable notice policy of the City as required by the Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

(SEAL) By _____

Andréa Salazar, Clerk

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Peter Franklin

Peter Franklin (May 22, 2025 11:55 MDT)

PETER FRANKLIN, BOND COUNSEL TO THE CITY

EXHIBIT A-1

(Form of Notice for Newspaper Publication)

NOTICE OF PUBLIC MEETING AND BOND SALE
CITY OF SANTA FE, NEW MEXICO
$25,000,000
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

PUBLIC NOTICE IS HEREBY GIVEN that the Finance Director of the City of Santa Fe, New Mexico (the "City"), will receive unconditional bids on _____, 2025, between 9:30 a.m. and 10:00 a.m., prevailing Mountain Time, submitted electronically through the facilities of GRANT STREET GROUP for the purchase of the City's proposed General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in an aggregate principal amount of $25,000,000. The Finance Manager will award the 2025 Bonds to the best bidder at 2 p.m., prevailing Mountain Time, on _____, 2025. The 2025 Bonds will be issued as fully registered bonds and will mature on August 1 of each year as follows:

$25,000,000
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

Year (August 1)	Principal
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	
2045	$25,000,000

*Preliminary, subject to change.

The 2025 Bonds will be issued as fully registered bonds. The 2025 Bonds will be the general obligation of the City, payable solely out of general (*ad valorem*) taxes which shall be levied against all taxable property in the City without limitation as to rate or amount, as provided in the Property Tax Code, for the property tax years of 2025 through 2042.

The maximum net effective interest rate on the 2025 Bonds shall not exceed ten percent (10%) per annum. Discounts shall not be permitted as part of the sale price of a series of the 2025 Bonds, in whole, although discounts may be offered on any single maturity of a series of 2025 Bonds. Interest on each Bond shall be evidenced until maturity by only one interest rate.

Interest on the 2025 Bonds will be payable on February 1 and August 1 in each year while the 2025 Bonds are outstanding, beginning February 1, 2026. The 2025 Bonds will bear interest until maturity from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the date of the 2025 Bonds.

Each bid shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided therein and in the Official Notice of Bond Sale. Each bidder is required to submit an unconditional electronic bid for the 2025 Bonds.

Each bid must be submitted electronically through the facilities of GRANT STREET GROUP. THE CITY WILL NOT ACCEPT TELEPHONE, FACSIMILE OR HAND-DELIVERED BIDS. The City shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, GRANT STREET GROUP, the use of such facilities being at the sole risk of the bidder.

This Notice is not a disclosure document, and it is not the Official Notice of Bond Sale. Prior to submitting a bid to the City for the 2025 Bonds, a full review should be made of the Official Notice of Bond Sale and the entire Preliminary Official Statement ("Preliminary Official Statement") for the 2025 Bonds. The offering of 2025 Bonds to potential investors is made only by means of the Preliminary Official Statement.

Copies of the Official Notice of Bond Sale, the Preliminary Official Statement and the Required Bid Form are available for viewing in electronic format at www.grantstreet.com or may be obtained upon request from George Williford, Managing Director, Hilltop Securities Inc., 717 N. Harwood St. Suite 3400, Dallas, Texas 75201 Phone: (214) 953-8705.

Further information relating to the City and the 2025 Bonds will be contained in the Preliminary Official Statement, which will be "deemed final" by the City at its date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission, except with respect to offering prices, interest rates, identity of the underwriter, selling compensation, delivery date, or other terms required to be specified in the bids, ratings, and other terms depending on such matters.

The validity and enforceability of the 2025 Bonds will be approved by Modrall Sperling Roehl Harris and Sisk, P.A., 500 Fourth Street NW, Suite 1000, Albuquerque, New Mexico 87102.

DATED this _____day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

By: _____/s/_____
Mayor

ATTEST:

By: _____/s/_____
City Clerk

(End of Form of Notice for Publicatio

EXHIBIT A-2

(Form of Official Notice of Bond Sale)

OFFICIAL NOTICE OF BOND SALE

$25,000,000

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the Finance Director of the City of Santa Fe, New Mexico (the "City"), for the purchase of all of the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds"), more particularly described below. The Finance Director will award the 2025 Bonds to the best bidder therefor at 2:00 p.m. prevailing Mountain Time on _____, 2025.

Bids for the purchase of the 2025 Bonds will be accepted through the Grant Street Group electronic bidding web site ("Grant Street Group") at www.grantstreet.com. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: _____, 2025
Bid Time: Between 10:00 a.m. and 10:30 a.m. Eastern Time
(Between 8:00 a.m. and 8:30 a.m. prevailing Mountain Time)
Submit Bid to: www.grantstreet.com

Information related to this auction can be obtained from Grant Street Group Auction Support at (412) 391-5555 (x370), attention John Carver.

To bid, bidders must have both (1) completed the registration form on the Grant Street Group website and (2) requested and received admission to the City's auction, as described under "TERMS OF SALE - Submission of Bids" below. The use of Grant Street Group shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

None of the City, Grant Street Group, the Financial Advisor, or Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Grant Street Group time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2025 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2025 Bonds and the security therefore set forth in the Preliminary Official Statement dated _____, 2025 (the "Preliminary Official Statement").

BOND DETAILS

The 2025 Bonds will be issued in the aggregate principal amount of $25,000,000. The 2025 Bonds and the interest thereon are general obligations of the City. The City has prepared the Preliminary Official Statement relating to the 2025 Bonds, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2025 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

Official Statement. The Preliminary Official Statement may be viewed and downloaded from www.grantstreet.com or a physical copy may be obtained by contacting the City or the Financial Advisor, see "TERMS OF SALE - Information" below.

The City will make available to the winning bidder, within seven business days after the award of the sale of the 2025 Bonds, the Final Official Statement which is to be downloaded from www.grantstreet.com. Ten (10) physical copies of the Final Official Statement also will be provided to the winning bidder at that time; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding on Grant Street Group at www.grantstreet.com. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2025 Bonds will begin at 10:00 a.m., prevailing Eastern Time (8:00 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 10:30 a.m., prevailing Eastern Time (8:30 a.m. Mountain Time), unless extended in accordance with the two-minute rule described herein. If any bid becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such new leading bid was received by Grant Street Group. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

To bid, bidders must first visit the Grant Street Group website where, if they have not previously registered with Grant Street Group, they can register and then request admission to bid on the 2025 Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Grant Street Group may call **(412) 391-5555, x 370, attention John Carver**, for their ID Number or password.

Rules of Grant Street Group. Bidders must comply with, and all bids must be made in accordance with, the Rules of Grant Street Group in addition to the requirements of this Official Notice of Bond Sale. The Rules of Grant Street Group can be viewed on the Grant Street Group website and are incorporated herein by reference. In the event the Rules of Grant Street Group conflict with this Official Notice of Bond Sale, this Official Notice of Bond Sale shall prevail.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2025 Bonds. Interest shall be bid in multiples of $1/20^{th}$ or $1/8^{th}$ percentum and only one interest rate may be bid for each maturity of the 2025 Bonds. The maximum interest rate may not exceed 5% and the maximum interest rate specified for any maturity of the 2025 Bonds may not exceed the minimum interest rate specified for any maturity of the 2025 Bonds by more than 3 percent (3%). The maximum net effective interest rate of the 2025 Bonds shall not exceed ten percent (10%) per annum.

The 2025 Bonds will not be sold at less than 100% of par.

Term Bonds. A bidder may elect to have all or a portion of the 2025 Bonds scheduled to mature in consecutive years issued as one or more term bonds ("Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement; however, not less than all 2025 Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The Finance Director Manager, in consultation with the City's financial and bond advisors, in the Finance Director's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of the 2025 Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2025 Bonds will be received, by issuing a notification of the adjusted series, amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Grant Street Group platform and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2025 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the Finance Director after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the City.

To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Emily K. Oster, Finance Director, at ekoster@santafenm.gov or such other address as may be indicated by the City Manager within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2025 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2025 Bonds to the public that will be retained by the Purchaser as its compensation.

The Finance Director, in consultation with the City's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2025 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The Finance Director, in consultation with the City's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2025 Bonds to the public and the price to be paid to the City, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2025 Bonds) does not increase or decrease from the amount of such compensation if no adjustment was made to principal amounts shown in the maturity schedule. The City will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. prevailing Mountain Time on the day of the sale and award of the 2025 Bonds. THE PURCHASER MAY NOT WITHDRAW OR MODIFY ITS BID ONCE SUBMITTED TO THE CITY FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2025 BONDS.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid when compared to the immediately preceding bid of such bidder. During the bidding, no bidder will see any other bidder's bid, but each bidder will be able to see its own ranking (*i.e.*, "Leader," "Cover," "3rd," etc.).

Bids Constitute an Irrevocable Offer. Each bid submitted through Grant Street Group shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2025 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2025 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2025 Bonds as of _____, 2025 (the "Sale Date"), produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a semiannual interval for compounding.

The winning bid or bids will be indicated on Grant Street Group and the auction results, as posted on such website, will be subject to verification by the City. The City will verify the auction results immediately following the close of the bidding period and notice of confirmation by the

City of the winning bidder or bidders will be made by a posting on Grant Street Group stating "Auction Results Verified and Confirmed."

An award may be made by the City to any bidder in a principal amount less than the principal amount of the 2025 Bonds for which the bid is submitted. Further, in the event of an award by the City for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Grant Street Group, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any 2025 Bonds, (b) to reoffer any 2025 Bonds for public sale, and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2025 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 12:00 p.m., prevailing Mountain Time on September 28, 2025 , the winning bidder is required to submit a Bid Award Deposit of $500,000. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the City Manager and provided to the winning bidder after the sale of the 2025 Bonds.

No interest will be paid by the City on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2025 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2025 Bonds in compliance with the terms of the bid, at the option of the City, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the City.

Manner and Time of Delivery. The 2025 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the City on _____, 2025, or such later date as the City and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Continuing Disclosure Undertaking. The City has covenanted to provide, in a timely manner, on the Electronic Municipal Market Access (EMMA) Website maintained by the Municipal Securities Rulemaking Board notice of the occurrence of specified, material events. The City has not failed to comply with any of its previous undertakings under Rule 15c2-12, except as disclosed in the Preliminary Official Statement.

State Securities Laws. The City has taken no action to qualify the offer or sale of the 2025 Bonds under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the

right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers will be issued at the cost of the winning bidder, and printed on the 2025 Bonds at the expense of the City. Any error or omission in printing such numbers on the 2025 Bonds will not constitute cause for any winning bidder to refuse delivery of any 2025 Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2025 Bonds will be approved by the City's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2025 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate of the City to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2025 Bonds as of the date of their delivery; and

(c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2025 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Establishment of Issue Price (Hold-the-Offering Price Rule May Apply if Competitive Sale Requirements are Not Satisfied): The winning bidder shall assist the City in establishing the issue price of the 2025 Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, and Bond Counsel. All actions to be taken by the City to establish the issue price of the 2025 Bonds may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(a) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the 2025 Bonds) will apply to the initial sale of the 2025 Bonds (the "competitive sale requirements") because:

(i) the City shall disseminate a Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the 2025 Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the 2025 Bonds, as specified in the bid.

In the event that the competitive sale requirements described above in subparagraph (a) are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of each maturity of the 2025 Bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the 2025 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the 2025 Bonds satisfies the 10% test as of the date and time of the award of the 2025 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the 2025 Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule during the Holding Period, as defined in subparagraph (d)(i) below. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the 2025 Bonds. Bidders should prepare their bids on the assumption that all of the maturities of the 2025 Bonds will be subject to the 10% test in order to establish the issue price of the 2025 Bonds.

(b) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the 2025 Bonds.

(c) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement, and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the 2025 Bonds

to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2025 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(d) The following terms are defined below:

(i) Hold-the-Offering-Price Maturity means a maturity of the 2025 Bonds of which less than 10% has been sold to the Public on the Sale Date.

(ii) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date, or (b) the date on which the winning bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(iii) Maturity means 2025 Bonds with the same credit and payment terms. Bond with different maturity dates, or 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iv) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(v) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the 2025 Bonds. The Sale Date of the 2025 Bonds is expected to be _____, 2025.

(vi) Underwriter means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the

initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2025 Bonds to the to the Public).

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Grant Street Group prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2025 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2025 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Grant Street Group at the time the sale date and time are announced, or in accordance with the section of this Official Notice of Bond Sale entitled

Adjustment of principal amounts, modification or clarification prior to examination of bids. The City reserves the right to adjust the principal amounts of the 2025 Bonds prior to commencement of bidding.

Rating. A rating has been applied for to Standard and Poor's Ratings Services.

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the City and the 2025 Bonds may be obtained from:

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com |

The date of this Official Notice of Bond Sale is _____, 2025.

CITY OF SANTA FE, NEW MEXICO

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

OFFICIAL BID FORM

(Re: Official Notice of Bond Sale dated _____, 2025)

City of Santa Fe, New Mexico
c/o
George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com | HilltopSecurities.com

Finance Director:

Pursuant to the City of Santa Fe "Official Notice of Bond Sale," dated _____, 2025, relating to the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in the principal amount of $25,000,000, which by reference is made a part hereof, we submit the following bid:

For your legally issued Bonds as described in the Official Notice of Bond Sale, we will pay you par, plus accrued interest, if any, from the date of the Bonds to the date of delivery to us, provided the Bonds bear interest per annum as follows:

2025 Bonds

Maturing (August 1)	Principal Amount	Interest Rate	Yield
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			

If this bid is the best bid for the Bonds, we will send a wire transfer to the City of Santa Fe in the amount of $500,000.00 prior to prior to your acceptance of our bid, which wire transfer will be our bid award deposit and submitted in accordance with the terms set forth in the Official Notice of Bond Sale. We will pay the CUSIP Service Bureau charge, if any, for the assignment of CUSIP numbers.

The undersigned agrees to complete, execute, and deliver to the City a Certificate Regarding Issue Price or a similar certificate relating to the "issue price" of the 2025 Bonds, in the form attached hereto as Exhibit A.

We understand and agree that no more than ten (10) copies of the final Official Statement, including any amendments or supplements thereto will be supplied to us at the City's expense and that any additional copies requested will be subject to a charge to us. By accepting this bid, you agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Bond Sale, and you undertake your other obligations described therein, as contemplated by Rule 15c2-12 of the Securities and Exchange Commission.

Respectfully submitted,

_____ _____

_____ _____

By: _____
Authorized Representative

* (Strike inapplicable words)

For informational purposes only, our calculation of the True Interest Cost is as follows:

True Interest Cost: (stated as a nominal annual percentage) _____%

Additionally, for informational purposes only, the following is requested:

Gross Interest Cost: $_____

Less Premium Bid: $_____

Net Interest Cost: $_____

[2025 Bonds Official Bid Form]

ACCEPTANCE CLAUSE

The above bid is hereby accepted by the City of Santa Fe, New Mexico, this _____ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____
Finance Director

EXHIBIT A
[to 2025 Bonds Official Bid Form]

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

The undersigned, _____ (the *Underwriter*), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the *Bonds*) of the City of Santa Fe, New Mexico (the *Issuer*).

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the *Initial Offering Prices*) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Agreement, the Underwriter agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

(c) The Underwriter, as the party controlling all of the Hold-the-Offering Price Maturities, has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public)

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Modrall, Sperling, Roehl, Harris, & Sisk, P.A., in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____
Managing Director

Dated: _____, 2025

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE
SCHEDULE A

INITIAL OFFERING PRICES OF THE TAX EXEMPT BONDS

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE
SCHEDULE B

PRICING WIRES

(to be attached)

EXHIBIT B
Continuing Disclosure Procedures

CONTINUING DISCLOSURE RESPONSIBILITIES OF CITY OF SANTA FE,
NEW MEXICO IN CONNECTION WITH MUNICIPAL BONDS ISSUED BY THE CITY

The City of Santa Fe, New Mexico (the "City") has entered into continuing disclosure undertakings (each a "CDU") pursuant to SEC Rule 15c2-12 in connection with general obligation bonds and revenue bonds issued by the City. The CDUs typically require:

- That the City disclose certain types of "Annual Financial Information" on an annual basis (typically by providing a copy of the City's audited financial statements for the most recently completed fiscal year); and
- That "Event Information" be reported within 10 business days after the occurrence of specific types of events which could affect the City's Bonds.

"Annual Financial Information," "Audited Financial Statements" and "Event Information" are terms defined in each CDU. Copies of the CDUs for the City's outstanding bonds are included in the bond transcript for each series of bonds and are also available upon request from the City's bond counsel.

Currently, any disclosure required by the CDUs is made by electronically posting the information on the Electronic Municipal Market Access website, known as "EMMA." The matrix appearing below identifies both the periodic and non-routine tasks required for compliance with the City's CDUs, and the City officials and consultants to which those responsibilities are nonexclusively assigned (each a "Responsible Officer"). Such Responsible Officers are authorized to delegate assigned tasks to persons they shall designate; provided, that such designation shall be in writing and shall be approved or ratified by the Governing Body of the City, as the case may be.

Frequency	Task	Bond Counsel	Financial Advisor	City Finance Director	City Manager
	CONTINUING DISCLOSURE				
At least every 4yrs	Retain or identify Dissemination Agent			x	x
Specified by contract	Payment of Dissemination Agent			x	x
Annually	Provide Annual Financial Information per CDU; verify filing		x	x	x
As needed	Event Reporting	x	x	x	x

As needed	Conference to discuss status of outstanding bonds	x	x	x	x

FIR No. 10679

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): General Obligation Bond Parameters

Sponsor(s): Mayor Alan Webber and Councilor Romero-Wirth

Reviewing Department(s): Finance Department

Staff Completing FIR: Emily K. Oster **Date:** 5/13/2025 **Phone:** 505-629-3411

Reviewed by City Attorney: Erin McSherry **Date:** 05/22/2025

Erin McSherry (May 22, 2025 12:08 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 05/22/2025

Summary:

The proposed bill would authorize the issuance and sale of up to $25,000,000 of City of Santa Fe ("City"), tax-exempt general obligation bonds payable from ad valorem property taxes. The proposed bond sale was approved at the General Election held November 5, 2024, with 34,469 "yes" votes, which was over 84% of total votes. As stated in the ballot question, the bond proceeds would be used to construct, design, equip, and improve roads and streets within the City. The bonds would be sold by either competitive sale or negotiated sale. The proposed bill delegates authority to the City's Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The proposed bill also authorizes the Finance Director to determine final terms of the Bonds within specified parameters and conditions including: (A) The aggregate principal amount of the bonds shall not exceed $25,000,000; (B) The net effective interest rate on the Bonds shall not exceed 10% per annum; (C) The final maturity of the Bonds shall not be later than August 1, 2045; (D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and (E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Departments Affected:

Finance Department, Public Works Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted the City will not issue $25,000,000 in new general obligation bonds authorized by 84% of voters in the November 2024 General Election. Planned improvements to City roads and streets will not be funded, and needed repairs may be delayed or cancelled.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:
Approval of the proposed bill will allow the Public Works Department to move forward with planned efforts to construct, design, equip, and improve roads and streets in the City of Santa Fe.

Fiscal Implications:
The first payment on the new GO bonds will be due on February 1, 2026. Payments will be due on each February 1 and August 1 thereafter, with final maturity occurring August 1, 2045 (20-year term). The payments for the first five years will be interest-only, with principal repayment beginning in FY 2031. The bonds may be redeemed by the City in whole or in part beginning August 1, 2035. Bond payments (both interest and principal) will be paid from the annual levy of ad valorem property taxes. The proceeds from the property tax levy will be kept in the City's interest and sinking fund and used solely for the purpose of paying debt service on the Bonds.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Other- Debt Service (Interest Expense)	$ 0	$ 593,750	$ 1,187,500			400	$ 1,781,250
Total:	$ 0	$ 593,750	$ 1,187,500				$ 1,781,250

Expenditure Narrative:

Interest expense for FY 2026 and FY 2027 was estimated based on the following assumptions: the bonds are sold at an interest rate of 4.75%, the full $25,000,000 of bonds is sold in July/August 2025, the first interest payment is due February 1, 2026, and principal repayment begins in FY 2031.

Revenue/Bond Proceeds

Revenue/Bond Proceeds	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Other- Bond Proceeds	$	$ 25,000,000	$	NR	TBD
Total	$ 0	$ 25,000,000	$		

Revenue Narrative:

Bond proceeds are borrowed funds that must be repaid and are therefore not revenue. The anticipated receipt of the $25,000,000 bond proceeds in FY 2026 is shown here to illustrate the effect of the bond sale in generating cash. The cash generated from the bond sale would be used by the Public Works Department to construct, design, equip, and improve roads and streets in the City of Santa Fe.

Signature: Mark Scott (May 23, 2025 11:31 MDT)

Email: mscott@santafenm.gov

REGISTRAR AND PAYING AGENT AGREEMENT

This Registrar and Paying Agent Agreement ("Agreement") is executed and effective as of this ___day of _____, 2025, by and between BOKF, NA, a national banking association with principal offices in Albuquerque, New Mexico ("Bank") and the City of Santa Fe, New Mexico (the "Issuer") for the bonds described as follows:

$25,000,000
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION
IMPROVEMENT BONDS
SERIES 2025

WHEREAS, pursuant to Ordinance No. _____ adopted by the Governing Body of the Issuer on _____, 2025 (the "Bond Ordinance"), the Issuer has appointed the Bank to serve as Registrar, Depository Agent and Paying Agent in connection with the above-captioned Bonds; and

WHEREAS, the Bank hereby accepts such appointments and agrees to serve as the Paying Agent and Registrar for the Bonds, and to perform the duties of Paying Agent and Registrar as set forth in the Bond Ordinance.

NOW THEREFORE, THE CITY OF SANTA FE AND BOKF, NA AGREE as follows:

A. The bank agrees to perform the duties of a Registrar and Paying Agent, which include:

1. Authentication, preparation and delivery of bonds;
2. Maintenance of the bond register;
3. Maintenance of bond inventory and accounting;
4. Cancellation and destruction of paid bonds;
5. Providing Issuer with certificate of destroyed bonds;
6. Transfer of ownership of bonds;
7. Issue replacement bonds in lieu of a mutilated, lost, destroyed or stolen bond upon receipt of satisfactory proof and indemnification of the Bank;
8. Pay by bank draft to bondholders of record the principal of, premium, if any, and interest on the bonds but only to the extent that Issuer has deposited with the Bank sufficient immediately available funds for such purposes; interest on funds received prior to payment dates may be retained by the Bank; float on checks issued by the bank for payment of principal and interest payments will be retained by the Bank; and
9. Furnish Issuer periodic debt service invoice statements.

B. As Paying Agent for the Bonds, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Bonds as the same become due and payable to the registered owners thereof, pursuant to the terms of this Agreement and the Bond Ordinance, with payment to be made solely and entirely from payments to be made by the Issuer to the Paying Agent.

C. Upon written notice from the Bank, Issuer agrees to cause to be printed, at its expense, any additional bonds required by the Bank subsequent to initial issuance as long as any bonds remain outstanding.

D. The Bank shall not be required to transfer or exchange any Bond during the period beginning fifteen days prior to any date fixed for the payment of interest or principal on any of the Bonds.

E. In any case where any payments with respect to the Bonds shall fall due on a Saturday, a Sunday, a legal holiday, or a day upon which banking institutions in the City of Albuquerque, New Mexico, or in such other locality as Paying Agent may maintain its principal offices, are authorized by law to close for business, then said payments need not be made on such date, but shall be made on the next succeeding banking day with the same force and effect as if made on the day upon which said payments fall due.

F. In the event any principal or interest payment cannot be made as a result of the Bank's inability, after due diligence, to locate the bondholder of record to whom such payments are due, and in the event that such bondholder has not claimed such payments, or corresponded in writing with Issuer or Bank concerning such payments within five (5) years after the date prescribed for payment, then funds deposited with the Bank by Issuer for any such payments will be returned to the Issuer and such bondholder shall look solely to the Issuer from and after such date for payment thereof.

G. The Bank's fees and expenses as compensation for the performance of its duties as Registrar and Paying Agent under the terms of this Agreement shall be as follows:

Acceptance Fee:	$ 300.00
Annual Fee:	$ 300.00 (payable semi-annually with debt service

Plus New Mexico Gross Receipts Tax

H. The Bank shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct. The Bank shall be under no duty to investigate or inquire as to the validity or accuracy of any document, agreement, requisition, instruction or request furnished to it hereunder believed by it to be genuine and the Bank may rely and at upon, and shall not be liable for acting or not acting upon, any such document, agreement, requisition, instruction or request. The duties and obligations of the Bank shall be determined solely by the express terms of this Agreement, the Bank shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement and no duties, obligations or responsibilities shall be implied into this Agreement against the Bank.

I. The Bank may consult with and obtain advice from legal counsel of its selection in the event any question as to any of the provisions hereof or its duties hereunder shall arise, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel. The cost of such services shall be born by Issuer.

J. Should the Issuer elect to terminate this Agreement and appoint a successor Registrar, Transfer Agent and Paying Agent, the Bank reserves the right to charge and be paid by the Issuer for the costs of transferring records, notifying bondholders and for any other duties that need to be performed. These costs are in addition to the specified fees and expenses in Paragraph G.

K. This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

Executed on the date first above written.

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

BOKF, NA

By: _____

Title: _____

Exhibit A

AUTHORIZED SIGNATURES

The following individuals are authorized to issue instructions to BOKF, NA as Agent for the accounts established by the attached agreement:

Signature: _____

Printed Name: Emily K. Oster

Title: Finance Director

Date: _____, 2025

Signature: _____

Printed Name: Mark Scott

Title: City Manager

Date: _____, 2025

Approved by: _____

Name: Alan Webber

Title: Mayor

Date: _____, 2025

OFFICIAL STATEMENT

NOTICE

**$25,000,000*
CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025**

Preliminary Official Statement, subject to completion,
dated _____, 2025

The Preliminary Official Statement, dated _____, 2025 (the "Preliminary Official Statement"), relating to the above-described bonds (the "Bonds") of the City of Santa Fe, New Mexico (the "City"), has been posted as a matter of convenience. The posted version of the Preliminary Official Statement has been formatted in Adobe Portable Document Format. Although this format should replicate the Preliminary Official Statement available from the City, appearance may vary for a number of reasons, including electronic communication difficulties or particular user software or hardware. Using software other than Adobe Acrobat may cause the Preliminary Official Statement that you view or print to differ in appearance from the Preliminary Official Statement.

The Preliminary Official Statement and the information contained therein are subject to completion or amendment or other change without notice. Under no circumstances shall the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

For purposes of compliance with Rule 15c2-12 ("Rule 15c2-12") of the United States Securities and Exchange Commission (the "SEC"), this document constitutes an Official Statement of the City with respect to the Bonds that has been "deemed final" by the City as of its date, except for the omission of no more than the information permitted by Rule 15c2-12.

No person has been authorized to give any information or to make any representations other than those contained in the Preliminary Official Statement in connection with the offer and sale of the Bonds and, if given or made, such information or representations must not be relied upon as having been authorized. The information and expressions of opinion in the Preliminary Official Statement are subject to change without notice and neither the delivery of the Official Statement nor any sale made thereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date of the Preliminary Official Statement.

By choosing to proceed and view the electronic version of the Preliminary Official Statement, you acknowledge that you have read and understood this Notice.

Preliminary Official Statement dated _____, 2025

* Preliminary, subject to change.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2025

NEW ISSUE

RATINGS: [S&P Global Ratings: __
Fitch Ratings: __]

BOOK-ENTRY ONLY

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming compliance with certain covenants described in "TAX EXEMPTION" herein, interest on the Bonds (including original issue discount treated as interest) (a) is excludable from the gross income of the recipients thereof for federal income tax purposes, under Section 103 of the Internal Revenue Code of 1986, as amended, and (b) is not a specific item of tax preference for purposes of the federal alternative minimum tax under the Code; however, interest on the Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof. For a more complete description of such opinion of Bond Counsel and a description of certain provisions of the Internal Revenue Code of 1986, as amended, which may affect the federal tax treatment of interest on the Bonds for certain registered owners of such bonds, see "TAX EXEMPTION" herein.

$25,000,000*
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Dated: Date of Delivery

Due: June 1, as shown on the inside front cover

The 25,000,000* City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "Bonds") are being issued by the City of Santa Fe, New Mexico (the "City") to provide funds for the Improvement Project. See the "IMPROVEMENT PROJECT" and "SOURCES AND USES OF FUNDS" herein. The Bonds will bear interest from the date of delivery, at the rates set forth on the inside front cover hereof, payable semiannually on February 1 and August 1 of each year until maturity or prior redemption, commencing February 1, 2026, and will mature on August 1 of each of the years as set forth on the inside front cover hereof. Capitalized terms not defined on this front cover are as defined herein.

The Bonds are issuable as fully registered bonds in denominations of $5,000 or any integral multiple thereof. The Bonds will be issued pursuant to a book-entry only system and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Underwriters of the Bonds ("Beneficial Owners") will not receive physical delivery of bond certificates representing their beneficial ownership interests. So long as DTC or its nominee is the owner of the Bonds, principal of and interest on the Bonds will be paid by the Paying Agent (defined herein) to DTC or its nominee, which will in turn remit such payment to its Direct Participants for subsequent disbursement by the Direct Participants and the Indirect Participants to the Beneficial Owners. See "DESCRIPTION OF THE BONDS—Book-Entry Only System."

The Bonds are general obligations of the City payable from general (ad valorem) taxes which shall be levied against all taxable property in the City without limitation as to rate or amount.

The Bonds are subject to optional redemption prior to maturity as more fully described herein. See "THE BONDS—Optional Redemption of Bonds" herein. The City has undertaken, for the benefit of the owners of the Bonds, to provide certain annual and periodic disclosures described under the caption "CONTINUING DISCLOSURE INFORMATION" herein.

The Bonds are being issued pursuant to the powers of the City Council under Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented, the Constitution and other laws of the State. The $25,000,000* principal amount of the Bonds represents the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

The Bonds are offered when, as and if issued and received by the underwriters set forth below (the "Underwriters") subject to the approval of validity by Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel. Modrall, Sperling, Roehl, Harris & Sisk, P.A., has also acted as special counsel to the City in connection with the preparation of this Official Statement. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about August 20, 2025.

Electronic bids will be opened between 8:30 a.m. and 9:00 a.m., prevailing Mountain Time, _____, 2025 at the Office of the City Finance Director, 200 Lincoln Avenue, Santa Fe, New Mexico.

Dated: _____, 2025

* Preliminary, subject to change.

of the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

$25,000,000[*]
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

MATURITY SCHEDULE

Year (August 1)	Principal[*]	Interest	Yield	Price	CUSIP[(1)]
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					

[*] Preliminary, subject to change.

[(1)] *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2018 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriters or their agents or counsel assumes responsibility for the accuracy of such numbers.*

CITY OF SANTA FE, NEW MEXICO

200 Lincoln Avenue
Santa Fe, New Mexico 87501
(505) 955-6500

MAYOR

Alan Webber

CITY COUNCIL

Jaimie Cassutt, Councilor
Alma Castro, Councilor
Amanda Chavez, Councilor
Pilar Faulkner, Councilor
Lee Garcia, Councilor
Michael Garcia, Councilor
Signe I. Lindell, Councilor
Carol Romero-Wirth, Councilor

CITY OFFICIALS

Mark Scott, City Manager
Andrea Salazar, City Clerk and Director of Community Engagement
Emily K. Oster, Director of Finance
Erin K. McSherry, City Attorney

BOND AND DISCLOSURE COUNSEL

Modrall, Sperling, Roehl, Harris & Sisk, P.A.
Albuquerque and Santa Fe, New Mexico

PAYING AGENT AND REGISTRAR

BOKF, NA
Albuquerque, New Mexico

FINANCIAL ADVISOR

Hilltop Securities Inc.
Dallas, Texas

REGARDING THIS OFFICIAL STATEMENT

No dealer, salesman or other person has been authorized to give any information or to make any statements or representations, other than those contained in this Official Statement, in connection with the offering of the Bonds, and, if given or made, such other information, statements or representations must not be relied upon as having been authorized by the City or Underwriters. This Official Statement does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

The information contained in this Official Statement has been furnished by the City or obtained from other sources which are believed by the City to be reliable. The information in this Official Statement is subject to change without notice and neither the delivery of this Official Statement nor any sale hereunder shall, under any circumstances, create any implication that there has been no change since the date of this Official Statement.

The Underwriters have reviewed the information in this Official Statement pursuant to their responsibilities to investors under the federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

The Bonds have not been registered under the Securities Act of 1933 in reliance upon exemptions contained in such Act. The registration and qualification of the Bonds in accordance with applicable provisions of the securities laws of the states in which the Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither the United States Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity, nor any agency or department thereof, has passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

This Official Statement contains statements relating to the City's future financial plans, receipt of future revenues and other matters that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "intend," "anticipate," "expect" and similar expressions are intended to identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

THE PRICES AT WHICH THE BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITERS (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES APPEARING ON THE INSIDE FRONT COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITERS MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS. IN CONNECTION WITH THE OFFERING OF THE BONDS, THE PURCHASHERS MAY EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Copies of the ordinance authorizing the issuance of the Bonds are available upon request at the office of the City Clerk, 200 Lincoln Avenue, Room 210, Santa Fe, New Mexico 87504, (505) 955-6521.

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CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025

SUMMARY OF INFORMATION

There follows a summary of certain provisions discussed in this Official Statement. SUCH SUMMARY DOES NOT PURPORT TO BE COMPREHENSIVE OR DEFINITIVE AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE COMPLETE OFFICIAL STATEMENT. This Summary is only a brief statement and a full review of the entire Official Statement should be made by potential investors. Capitalized terms used but not otherwise defined in this "SUMMARY OF INFORMATION" will have the meanings given such terms in the Bond Ordinance.

Dated:	Date of delivery.
Registration:	The City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds" or the "Bonds") will be issued as fully registered bonds in denominations of $5,000 and integral multiples thereof. The Registrar is BOKF, NA, Albuquerque.
Principal Payment:	The 2025 Bonds will mature on August 1 of each of the years set forth on the inside front cover page of this Official Statement.
Interest Payment:	Interest will be payable semiannually on August 1 and February 1, commencing on February 1, 2026.
Security:	The 2025 Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.
Prior Redemption:	The 2025 Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity at the option of the City, in whole or in part, on August 1, 20__ and any date thereafter at par, plus accrued interest to the redemption date, without premium. See "THE BONDS—Optional Redemption of the Bonds" herein.
Purpose:	The 2025 Bonds represent the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.
Bond and Disclosure Counsel:	Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico.
Municipal Advisor:	Hilltop Securities Inc., Dallas, Texas
Paying Agent/Registrar:	BOKF, NA, Albuquerque, New Mexico

OFFICIAL STATEMENT

$25,000,000*
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

INTRODUCTION

This Official Statement, which includes the cover page and the appendices hereto, sets forth certain information in connection with the offering of $25,000,000* aggregate principal amount of City of Santa Fe, New Mexico, General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds" or the "Bonds") to be issued by the City of Santa Fe, Santa Fe County, New Mexico (the "City," the "County" and the "State," respectively), pursuant to Ordinance No. 2025-__, adopted on June 25, 2025 (the "Bond Ordinance").

The 2025 Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meanings as in the Bond Ordinance.

The Issuer

The City was established in 1610. The City was incorporated in 1891 as a body politic and corporate under the laws of the State and is both the County seat and capital of the State, with approximately 46% of the County population located in the City. The City Council (the "Council") is the policymaking body of the City and manages and controls the City's finances and property. The eight members of the Council are elected for staggered four-year terms. The Mayor is the chief executive officer of the City and presiding officer of the Council. On December 9, 1997, the City adopted a home-rule charter ("Charter") form of government which became effective March 15, 1998.

Authority for Issuance and Purpose

The Bonds are issued in accordance with the Constitution and laws of the State of New Mexico (the "State"), in particular, Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented. The Bonds represent the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

* Preliminary, subject to change.

The Bonds

The Bonds will be registered as to principal and interest, issued in denominations of $5,000 each, or integral multiples thereof, in conformance with the Constitution and laws of the State and pursuant to the Bond Ordinance. The Bonds shall mature in the principal amounts and on the dates shown on the inside front cover page hereof. Interest shall be payable February 1 and August 1 of each year commencing February 1, 2026 until maturity or prior redemption to registered owners shown on the books of the Registrar on the 15th day of the month preceding each regularly scheduled interest payment date thereafter ("Record Date"). The Bonds will be issued only in fully registered form and will be initially registered and delivered to Cede & Co., the nominee of The Depository Trust Company pursuant to the book-entry only system described herein.

Security

The Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.

Financial Statements

The City's audited financial statements as of and for the year ended June 30, 2024 including the opinions rendered thereon of certified public accountants, are attached as Appendix B *See* "FINANCIAL STATEMENTS" herein.

Tax Matters

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A. ("Bond Counsel"), (a) the interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, and (b) is not a specific preference item for purposes of the federal alternative minimum tax on individuals, subject to the matters described under the caption "TAX EXEMPTION" herein. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof.

Agents and Advisors

BOKF, NA, Albuquerque, New Mexico will serve as Paying Agent and Registrar. Carr, Riggs & Ingram, L.L.C. audited the City's general purpose financial statements as of and for the year ended June 30, 2024.

At the time of the issuance and sale of the Bonds, Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Bond Counsel, will deliver the bond opinion included in Appendix A hereto. See "LEGAL MATTERS" herein. Certain legal matters relating to the Bonds will be passed on for the City by Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Disclosure Counsel.

Hilltop Securities Inc., Dallas, Texas ("Hilltop") is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Hilltop, in its capacity as Municipal Advisor, has not verified and does not assume any responsibility for the possible impact of any present, pending or future actions taken by any legislative or judicial bodies. The Municipal Advisor is not

obligated to undertake, and has not undertaken to make, an independent verification of, or assume responsibility for, the accuracy, completeness, or fairness of the information in this Official Statement.

Additional Information

This Official Statement is accurate only as of its date, and no representation is made that the information contained herein has not changed since that date. This Official Statement is intended to be made available to investors through the Municipal Advisor.

The quotations from, and summaries and explanations of, the statutes, regulations and documents contained herein do not purport to be complete, and reference is made to those statutes, regulations and documents for full and complete statements of their provisions. Copies, in a reasonable quantity, of those statutes, regulations and documents may be obtained upon request directed to the City, and upon payment to the City of a charge for copying, mailing and handling, at the City of Santa Fe, 200 Lincoln Avenue, Santa Fe, NM 87504-0909, telephone number (505) 955-6949, Attention: City Manager.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract between the City and the purchasers or holders of any of the Bonds.

THE BONDS

Description

The Bonds are general obligation bonds to be issued by the City in the total principal amount of $25,000,000* and will be dated the Date of Delivery, which is expected to be on or about August 20, 2025. The Bonds will be issued as fully registered bonds in denominations of $5,000 or integral multiples thereof, bearing interest from their date to maturity at the rates specified on the inside front cover page of this Official Statement payable semiannually on February 1 and August 1 each year, commencing on February 1, 2026, until maturity or prior redemption and maturing serially, as set forth on the inside front cover page of this Official Statement.

The Bonds will be issued only in fully registered form and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company New York, New York ("DTC"), pursuant to the book-entry only system described herein. No physical delivery of the Bonds will be made to the owners hereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry Only System" herein.

Authorization

The Bonds were approved by the qualified electors of the City at an election held on November 5, 2024, and are being issued pursuant to the City Council's powers under Article IX, Section 10 of the Constitution of the State of New Mexico, and Sections 3-30-1 through 3-30-9 and 6-15-1 through 6-1522 NMSA 1978, as amended and supplemented, and the Ordinance of the City Council delegating authority to either of the Mayor and City Finance Director to award the Bonds to the best bidder in a competitive sale to be held on or about _____, 2025 as further set forth in the Pricing Certificate (together, the "Ordinance" or "Bond Ordinance").

Bond Registrar and Paying Agent

BOKF, NA, Albuquerque, New Mexico will serve as the Bond Registrar (the "Registrar") and Paying Agent (the "Paying Agent") for the Bonds.

Payment of Principal and Interest; Record Date

The principal of the Bonds is payable to the registered owners of the Bonds at the principal office of the Paying Agent. Interest on the Bonds is payable by check or draft of the Paying Agent mailed on or before each interest payment date to the registered owners of the Bonds as of the close of business on the 15th day of the calendar month preceding the interest payment date (the "Regular Record Date") at the addresses appearing in the registration books maintained by the Registrar; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner thereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner thereof at the close of business on the date to be fixed by the Registrar whenever moneys become available for the payment of defaulted interest (the "Special Record Date").

Optional Redemption of Bonds

The Bonds maturing on and after August 1, 20___ may be redeemed prior to their scheduled maturity on August 1, 20__, or on any date thereafter, in whole or in part, at the option of the City Council at par plus accrued interest to the date of redemption, if any. The Bonds will be redeemed in $5,000 units or integral multiples of $5,000. If the City redeems only part of the Bonds of a given maturity, the Registrar will select those Bonds by lot.

Conditional Redemption

Unless money sufficient to pay the principal of and premium, if any, on the Bonds to be optionally redeemed is received by the Paying Agent prior to the giving of notice of redemption, that notice is to state that the redemption is conditional upon the receipt of that money by the Paying Agent by 2:00 p.m. on the redemption date. If an amount sufficient to redeem all Bonds called for redemption is not received by that time (i) the Paying Agent is to redeem only those Bonds for which the redemption price was received, (ii) the Bonds to be redeemed are to be selected in the manner set forth in the Ordinance and (iii) the redemption notice will have no effect with respect to those Bonds for which the redemption price was not received and those Bonds will not be redeemed. The Registrar is to give notice to the Owners of the Bonds previously called for redemption which will not be redeemed in the manner in which the notice of redemption was given, identifying the Bonds which will not be redeemed and stating that the redemption did not take place with respect to those Bonds and is to promptly return any Bonds previously delivered by the Owners of the Bonds.

Mandatory Sinking Fund Redemption

The Bonds maturing on August 1, ____ (the "Term Bonds") are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided) on the following dates at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption.

Term Bonds Maturing August 1, ____

Redemption Date	Amount

[to be provided if applicable]

Approximately forty-five (45) days immediately preceding each of the mandatory redemption dates specified above that the Term Bonds are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the applicable maturity to be redeemed on the next following August 1 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Bonds not selected for prior redemption shall be paid on the date of their stated maturity.

Notice of Redemption

Notice of redemption of Bonds is to be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the registered owner of each Bonds, or portion thereof, to be redeemed at the address shown as of the fifth day prior to the mailing of notice on the registration books kept by the Registrar. The City is to give the Registrar notice of Bonds to be called for optional redemption at least fifteen (15) days prior to the date that the Registrar is required to give the bond owners notice of redemption specifying the Bonds and the principal amount thereof to be called for redemption and the applicable redemption date. If the City has not designated the Bonds to be called for redemption on the dates specified above, the Registrar is to select the Bonds to be redeemed by lot.

Neither the City's failure to give such notice, the Registrar's failure to give such notice to the registered owner of any Bonds, or any defect therein, nor the failure of DTC to notify any Participant, or any Participant to notify a Beneficial Owner, of any such redemption, will affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. All notices are to specify the number or numbers and maturity dates of the Bonds to be redeemed (if less than all are to be redeemed), the amount of such Bonds to be redeemed (if less than the full amount of any Bonds is to be redeemed), the date fixed for redemption, the redemption price, the series and the CUSIP number and are further to state that on such redemption date there will become and be due and payable upon each Bonds or part thereof to be redeemed at the office of the Paying Agent the principal amount thereof to be redeemed plus accrued interest and that interest will cease to accrue on the principal amount redeemed. Subject to the provisions of the Bond Ordinance setting forth certain conditions to optional redemption of the Bonds, notice having been given in the manner provided above, the Bonds or part thereof called for redemption will become due and payable on the redemption date designated and the Bonds or part thereof to be redeemed for which the redemption price is on deposit with the Paying Agent will not be deemed to be outstanding and will cease to bear interest from and after such redemption date. Subject to the provisions of the Ordinance setting forth certain conditions to optional redemption of the Bonds, upon presentation of Bonds to be redeemed at the office of the Paying Agent on or after the redemption date, or, so long as the book-entry system is used for determining beneficial ownership of the Bonds, upon satisfaction of the terms of any other arrangement between the Paying Agent and DTC, the Paying Agent will pay such Bonds, or portion thereof called for redemption.

Exchange or Transfer of Bonds

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying

Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. See "THE BONDS – Book-Entry Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Book-Entry Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but neither the City, Municipal Advisor nor Bond Counsel take responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of Bonds of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to Direct Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. The City undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on that website as described in the preceding sentence including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned website.

Purchases of the Bonds under the DTC system must be made by or through Direct or Indirect Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase.

Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

While the Bonds are in the book-entry only system, redemption notices will be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates representing the Bonds will be printed and delivered to DTC.

SECURITY AND REMEDIES

General

The Bonds are general obligations of the City payable from *ad valorem* taxes, which may be levied against all taxable property within the City without limitation as to rate or amount. The Bonds are secured by the obligation of the City to levy and collect upon all taxable property within the City a tax rate levy sufficient, together with other legally available revenues, to pay the debt service on the Bonds. Such annual levy for debt service creates a statutory tax lien that can be enforced personally against the owner of the property or enforced by sale of the property. Neither the State nor any other political subdivision has any responsibility to pay the debt service on the Bonds.

Legal Matters

Various State laws and constitutional provisions apply to the assessment and collection of *ad valorem* property taxes. There is no assurance that there will not be any amendment, change in the interpretation of, or addition to the applicable laws, provisions and regulations that would have a material effect, directly or indirectly, on the affairs of the City.

Limitations on Remedies Available to Owners of Bonds

There is no provision for acceleration of maturity of the principal of the Bonds in the event of a default in the payment of principal of or interest on the Bonds. Consequently, remedies available to the owners of the Bonds may have to be enforced from year to year.

The enforceability of the rights and remedies of the owners of the Bonds, and the obligations incurred by the City in issuing the Bonds, are subject to the following: the Federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect; usual equity principles, which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Cybersecurity

The City operates a large and complex information technology infrastructure to support internal and external operations. As is the case with any such environment, the threat of cybersecurity incidents is a constant one. These incidents may arise from multiple sources, including unintentional events or actions, intentional insider threat, and deliberate malicious attacks or actions from outside entities. The effect of these threats may include unauthorized access to City systems, data or resources, inappropriate exposure or use of City information, disruption of City services, and damage to City systems. The City carries insurance against losses relating to cybersecurity incidents with coverage at a level it believes to be comparable to coverage carried by other local governments of similar size.

Climate Change and Natural Disasters

The State could experience and is susceptible to weather events and natural disasters that could be deemed extreme including, without limitation, periods of heat, droughts, floods, mud slides, tornadoes and other wind conditions and wildfires, which could result in negative economic impacts on the City. Such effects may be exacerbated by a longer term shift in the climate over several decades, commonly referred to as climate change. Numerous scientific studies on climate change show that, among other effects on the global ecosystem, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. As a result, the City could lose tax revenues and many residents, businesses, and governmental operations could be displaced. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the City. The City cannot predict the occurrence or extent of any future extreme weather events or natural disasters or the economic impacts that the occurrence of any such events may have on the City.

Potential Limitation of Tax Exemption of Interest on the Bonds

From time to time, the President of the United States, the United States Congress and/or state legislatures have proposed and could propose in the future, legislation that, if enacted, could cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. Clarifications of the Internal Revenue Code of 1986, as amended, or court decisions may also cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation. The introduction or enactment of any such legislative proposals or any clarification of the Internal Revenue Code of 1986, as amended, or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

PURPOSE AND PLAN OF FINANCING

The Bonds will be issued in a principal amount of $25,000,000* to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

SOURCES AND USES OF FUNDS

The sources and uses of funds relating to the Bonds are set forth in the following table.

SOURCES OF FUNDS	
Bond proceeds	$
[Net] Premium	
TOTAL SOURCES OF FUNDS	$
USES OF FUNDS	
Acquisition Fund	$
Underwriter's Discount	
Costs of Issuance[1]	
TOTAL USES OF FUNDS	$

[1] Includes Municipal Advisor fees, rating agency fees, legal fees, fees of the paying agent/registrar, and other miscellaneous costs and expenses related to the issuance of the Bonds.

*Preliminary; subject to change.

DEBT AND OTHER FINANCIAL OBLIGATIONS

Selected Ratios of Per Capita Debt and Assessed Valuation

Article IX, Section 13, of the New Mexico Constitution prohibits municipalities, including the City, from incurring general obligation debt in an aggregate amount, including existing indebtedness, exceeding four percent of the value of the taxable property within such municipality, as shown by the last preceding general assessment. The following table sets forth details relating to the ratio of general debt and overlapping debt to population and assessed valuation:

Estimated City Population[1]	89,167
Total General Obligation Direct Debt[2]	$37,425,000
Direct and Overlapping Debt[2]	$230, 554,156
2024 Assessed Valuation	$5,884,882,813
2024 Statutory Actual Valuation[3]	$17,654,648,439
City Direct Debt as % of:	
-Assessed Valuation	0.64%
-Statutory Actual Valuation	0.21%
Direct and Overlapping Debt as % of	
-Assessed Valuation	3.92%
-Statutory Actual Valuation	1.31%
City Debt Per Capita	$419.72
Direct and Overlapping Debt Per Capita	$2,585.64

[1] Source: City of Santa Fe.
[2] Figure includes the proposed 2025 Bonds. Preliminary, subject to change.
[3] Figure is estimated by reference to the statutory formula under which assessed valuation is calculated at 33.3% of statutory actual valuation.

Outstanding General Obligation Debt

The City has $12,425,000 in outstanding general obligation debt, in addition to the Bonds:

Series	Original Principal Amount	Amount Outstanding (as of June 30, 2025)	Final Maturity Date (August 1)
2013	$12,000,000	$5,935,000	2032
2014	$5,800,000	3,490,000	2034
2019	$5,445,000	3,000,000	2029

DEBT SERVICE REQUIREMENTS TO MATURITY

The following table represents annual debt service expenses on the City's outstanding general obligation debt and the 2025 Bonds.

Debt Service Requirements to Maturity

Fiscal	Present Requirements			Series 2025 Bonds*			Total Requirements		
Year	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2025	$ 1,435,000	521,838	1,956,838				$ 1,435,000	$ 521,838	$ 1,956,838
2026	1,490,000	464,003	1,954,003		$ 593,750	$ 593,750	1,490,000	1,057,753	2,547,753
2027	1,550,000	401,994	1,951,994		1,187,500	1,187,500	1,550,000	1,589,494	3,139,494
2028	1,610,000	336,069	1,946,069		1,187,500	1,187,500	1,610,000	1,523,569	3,133,569
2029	1,680,000	267,394	1,947,394		1,187,500	1,187,500	1,680,000	1,454,894	3,134,894
2030	1,755,000	195,644	1,950,644		1,187,500	1,187,500	1,755,000	1,383,144	3,138,144
2031	1,135,000	137,822	1,272,822	$ 155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641
2032	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893
2033	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055
2034	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663
2035	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025
2036				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219
2037				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150
2038				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281
2039				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494
2040				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669
2041				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450
2042				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719
2043				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238
2044				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650
2045				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838
2046				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563
	$13,860,000	$2,496,048	$16,356,048	$25,000,000	$17,443,188	$42,443,188	$38,860,000	$19,939,235	$58,799,235

* Preliminary, subject to change based on par amount of 2025 Bonds of $25,000,000.

Statement of Estimated Direct and Overlapping Debt

The following calculation analyzes the debt load and per capita debt of the City payable from property taxes. In addition to outstanding debt of the City, the calculation takes into account debt attributable to taxing entities that is the responsibility of taxpayers within the boundaries of the City.[1]

Taxing Entity	2024 Assessed Valuation	General Obligation Debt Outstanding	Percentage Applicable	City Share of Outstanding Debt
State of New Mexico	$108,183,361,964	$ 347,815,000	5.44%	$ 18,920,197
City of Santa Fe	5,885,883,824	37,425,000 [1]	100.00%	37,425,000
Santa Fe County	10,196,838,890	109,610,000	58.05%	63,628,605
Santa Fe Public Schools	9,433,227,092	179,490,000	62.74%	112,612,026
Santa Fe Community College	9,433,227,092	11,075,000	62.75%	6,948,967
Total Direct and Overlapping Debt				$239,534,598
Ratio of Estimated Direct & Overlapping Debt to 2024 Assessed Valuation:				4.07%
Ratio of Estimated Direct & Overlapping Debt to 2024 Statutory Actual Valuation:				1.36%
Per Capita Direct & Overlapping Debt:				$2,585.64

[1] Figure includes proposed 2025 Bonds. Preliminary; subject to change.

Analysis of Assessed Valuation

Assessed Valuation of property within the City is calculated as follows: Of the total assessed valuation of all taxable property in the City, 33 1/3% is legally subject to *ad valorem* taxes. After deduction of certain personal exemptions, the 2024 Assessed Valuation is $5,884,882,813. The actual value of personal property within the City (see "Assessments" below) is determined by the Santa Fe County Assessor. The actual value of certain corporate property within the City (see "Centrally Assessed" below) is determined by the State of New Mexico, Taxation and Revenue Department, Property Tax Division.

The analysis of Assessed Valuation in the City of Santa Fe is as follows:

	2024	2023	2022	2021	2020
Assessments					
Value of Land	$1,466,999,199	$1,410,716,315	$1,356,684,268	$1,297,705,871	$1,321,355,486
Improvements	5,110,474,079	4,842,597,072	4,138,778,251	3,789,374,062	3,791,967,921
Personal Property	52,465,882	52,926,238	55,079,286	53,786,924	55,293,073
CAB	65,798,299	56,161,111	53,961,497	63,803,364	59,819,692
Mobile Homes	15,074,346	14,139,935	12,753,865	12,063,025	11,598,350
Livestock	23,788	23,809	24,047	23,564	26,178
Assessor's Taxable Value	$6,710,835,593	$6,376,574,479	$5,617,281,214	$5,216,756,810	$5,240,060,700
Less Exemptions					
Head of Household	(24,265,415)	(24,238,143)	(24,635,778)	(25,065,710)	(24,552,389)
Veteran	(8,752,818)	(9,014,513	(9,424,972)	(9,878,740)	(9,966,405)
Disabled Veteran	(38,269,716)	(32,084,965)	(30,231,465)	(28,468,665)	(26,849,584)
Other	(754,664,831)	(736,261,321)	(592,554,083)	(542,449,821)	(620,948,347)
Total Exemptions	(825,952,780)	(801,598,942)	(656,846,298)	(605,862,936)	(682,316,725)
Assessor's Net Taxable Value	$5,884,882,813	$5,574,965,537	$4,960,434,916	$4,610,893,874	$4,557,743,975
Centrally Assessed					
Total Assessed Valuation					
Residential					
Non-Residential					
Total					

Source: Santa Fe County Assessor's Office.

History of Assessed Valuation

The following is a history of assessed valuation for the City and Santa Fe County.

	City of Santa Fe	Santa Fe County
2024	$5,884,882,813	$10,196,838,890
2023	5,574,965,537	9,603,851,513
2022	4,960,434,915	8,694,115,447
2021	4,610,893,905	8,039,694,860
2020	4,557,743,975	7,828,549,667

Source: Santa Fe County Assessor's Office.

Residential and Non-Residential Tax Rates

Article VIII, Section 2 of the New Mexico Constitution limits the total *ad valorem* taxes for operational purposes levied by all overlapping governmental units within the County to $20.00 per $1,000 of assessed value. This limitation does not apply to levies for public debt and levies for additional taxes if authorized at an election by a majority of the qualified voters of the County voting on the question. The following table summarizes the tax situation on residential property located within the City for 2020 through 2024. Except as required to meet debt service on general obligation bonds and as a result of application of the yield control statute, Section 7-37-7.1 NMSA 1978, the City expects no change in the level of its taxes in the foreseeable future but is unable to predict what overlapping entities might do. See "DEBT AND OTHER FINANCIAL OBLIGATIONS – Yield Control Limitation" herein. A high level of taxation may adversely impact the City's ability to repay bonds.

Residential
Within 20 Mill Limit for General Purposes

	2024	2023	2022	2021	2020
State of New Mexico	$0.000	$0.000	$0.000	$0.000	$0.000
Santa Fe County	5.311	5.428	5.484	5.560	5.698
Santa Fe Community College	2.770	2.820	2.851	2.892	2.965
City of Santa Fe	1.469	1.503	1.523	1.545	1.582
Santa Fe Public Schools	0.139	0.142	0.143	0.142	0.145
Total	$9.689	$9.893	$10.001	$10.139	$10.390

Over 20 Mill Limit- Interest, Principal, Judgments, etc.

	2024	2023	2022	2021	2020
State of New Mexico	$1.360	$1.360	$1.360	$1.360	$1.360
Santa Fe County	2.129	2.129	2.124	2.124	2.124
Santa Fe Community College	0.650	0.650	0.650	0.650	0.650
City of Santa Fe	0.408	0.408	0.475	0.567	0.350
Santa Fe Public Schools	8.625	9.107	9.107	9.211	9.157
Total	$13.172	$13.654	$13.716	$13.912	$13.641

Total Levy

	2024	2023	2022	2021	2020
State of New Mexico	$1.360	$1.360	$1.360	$1.360	$1.360
Santa Fe County	7.440	7.557	7.608	7.684	7.822
Santa Fe Community College	3.420	3.470	3.501	3.542	3.615
City of Santa Fe	1.877	1.911	1.998	2.112	1.932
Santa Fe Public Schools	8.764	9.249	9.250	9.353	9.302
Total	$22.861	$23.547	$23.717	$24.051	24.031

Source: New Mexico Department of Finance and Administration.

Major Taxpayers

The 10 largest taxpayers in the City of Santa Fe have a combined valuation of $265,526,879, representing 4.45% of the 2024 total assessed valuation within the City.

Name	Type of Business	2024 Assessed Valuation	% of Assessed Valuation
Public Service Company of NM	Electric Utility	$71,511,924	1.22%
Presbyterian Medical Services	Medical	52,818,076	0.89%
Christus St. Vincent Hospital	Medical	36,541,931	0.62%
New Mexico Gas Company	Gas Utility	17,296,523	0.29%
BNSF Railway	Railroad	17,101,123	0.29%
Comcast	Telecomm. Provider	14, 852,685	0.25%
Guadalupe Hotel Investment LLC	Real Estate/Hotel	14,420,062	0.24%
El Castillo Retirement Residences	Retirement Community	14,304,866	0.24%
La Fonda Holdings LLC	Real Estate/Hotel	13,653,365	0.23%
Qwest	Telecomm. Provider	13,026,323	0.22%
Total		$265,526,879	4.45%

Source: Santa Fe County Assessor's Office.

Yield Control Limitation

State law limits property tax increases from the prior property tax year. Specifically, no taxing entity may set a rate or impose a tax (excluding oil and gas production *ad valorem* and oil and gas production equipment *ad valorem* taxes) or assessment that will produce revenues that taxes exceed the prior year's tax revenues from residential and non-residential property multiplied by a "growth control factor." The growth control factor is the percentage equal to the sum of (a) "percent change I" plus (b) the prior property tax year's total taxable property value plus "net new value," as defined by statute, divided by such prior property tax year's total taxable property value; but if that percentage is less than 100 percent, then the growth control factor is (a) "percent change I" plus (b) 100%. "Percent change I" is based upon the annual implicit price deflator index for state and local government purchases of goods and services (as published in the United States Department of Commerce monthly publication entitled "Survey of Current Business," or any successor publication) and is a percent (not to exceed 5%) that is derived by dividing the increase in the prior calendar year's index over the index for the calendar year next preceding the prior calendar year (unless there was a decrease, in which case zero if used) by the index for such calendar year next preceding the prior calendar year. *The growth control factor applies to authorized operating levies and to any capital improvements levies, but does not apply to levies for paying principal and interest on public general obligation debt.*

Limitations on Residential Property Tax Increases

In an effort to limit large annual increases in residential property taxes in some areas of the State (particularly the Santa Fe and Taos areas which have experienced large increases in residential property values in recent years), an amendment to the uniformity clause (Article VIII, Section 1) of the New Mexico Constitution was approved by a wide margin by New Mexico voters on November 3, 1998.

The amendment directs the Legislature to provide for valuation of residential property in a manner that limits annual increases in valuation. The limitation may be applied to classes of residential property

taxpayers based on occupancy, age or income. The limitations may be authorized statewide or at the option of a local jurisdiction and may include conditions for applying the limitations.

Section 7-36-21.2 NMSA 1978 establishes a statewide limitation on residential property valuation increases which began in tax year 2001. Annual valuation increases will be limited to 3% over the prior year's valuation or 6.1% over the valuation from two years prior. These limitations do not apply under the following exceptions:

1. When property is being valued for the first time;
2. When physical improvements are made to the property;
3. When a change of ownership outside the family occurs;
4. When a change in zoning or use of property occurs; and
5. To property that is subject to the valuation limitations under Section 7-36-21.3 NMSA 1978.

Section 7-36-21.3 NMSA 1978 places a limitation on the increase in value for property taxation purpose for single-family dwellings occupied by low-income owners who are sixty-five years of age or older or who are disabled. The statute fixes the valuation of the property to the valuation in the year that the owner turned 65 or became disabled. The Section 7-36-21.3 limitation does not apply:

1. To property that is being valued for the first time;
2. To a change in valuation resulting from physical improvements made to the property in the preceding year; and
3. To a change in valuation resulting from a change in the zoning or permitted use of the property in the preceding year.

Amendments to State laws affecting residential property taxes are proposed from time to time and may be proposed in the future by the Legislature. Such amendments, if enacted, could result in an increase to the tax rate imposed on residential property tax within the City in order to pay the principal of and interest on general obligation bonds issued by the City, including the Bonds.

The constitutionality of the property tax limitation has been challenged in a number of venues. On March 28, 2012, the New Mexico Court of Appeals upheld the statutory valuation cap and its application under Section 7-36-21.2 NMSA 1978, which ruling was affirmed by the New Mexico Supreme Court in June, 2014.

Tax Collections on Locally Assessed and Centrally Assessed Property

General (*ad valorem*) taxes for all units of government are collected by the Santa Fe County Treasurer and distributed monthly to the various political subdivisions to which they are due. Property taxes are due in two installments. The first half installment is due on November 10 and becomes delinquent on December 10. The second half installment is due on April 10 and becomes delinquent on May 10. Collection statistics for Santa Fe County are presented here:

Tax Year	Fiscal Year	Net Taxes Charged to Treasurer	Current Collections (1)	Current Collections as a % of Net Levied	Current/ Delinquent Tax Collections (2)	Current/Delinquent Collections as a % of Net Levied
2023	23/24	$236,288,784	$226,200,296	95.73%	$226,200,296	95.73%
2022	22/23	214,712,970	208,544,585	97.13%	212,362,826	98.91%
2021	21/22	199,804,946	193,596,999	96.89%	198,603,398	99.40%
2020	20/21	196,143,309	191,796,346	97.78%	194,886,318	99.36%
2019	19/20	190,991,253	184,211,903	96.45%	190,021,188	99.49%
2018	18/19	182,850,115	176,420,838	96.48%	182,043,380	99.56%
2017	17/18	179,098,414	173,269,194	96.75%	178,656,205	99.75%
2016	16/17	168,547,930	162,656,064	96.50%	168,224,103	99.81%
2015	15/16	164,736,283	158,750,208	96.37%	164,517,742	99.87%
2014	14/15	159,052,796	152,201,398	95.69%	158,853,100	99.87%

(1) As of June 30 of each year.
(2) Figures are as of June 30, 2024. The second half of 2024 property taxes were due May 10, 2025.

Source: Santa Fe County Treasurer's Office.

Interest on Delinquent Taxes

Pursuant to Section 7-38-49 NMSA 1978, if property taxes are not paid for any reason within thirty days after the date they are due, interest on the unpaid taxes shall accrue from the thirtieth day after they are due until the date they are paid. Interest accrues at the rate of one percent (1%) per month or any fraction of a month.

Penalty for Delinquent Taxes

Section 7-38-50 NMSA 1978 provides that, if property taxes become delinquent, a penalty of one percent of the delinquent tax for each month, or any portion of a month, they remain unpaid shall be imposed, but the total penalty shall not exceed five percent (5%) of the delinquent taxes. The minimum penalty imposed is $5.00. A City can suspend application of the minimum penalty requirement for any tax year.

If property taxes become delinquent because of intent to defraud by the property owner, 50% of the property taxes due or $50.00, whichever is greater, shall be added as a penalty.

Remedies Available for Non-Payment of Taxes

Pursuant to Section 7-38-47 NMSA 1978, property taxes are the personal obligation of the person owning the property on the date on which the property was subject to valuation for property taxation purposes. A personal judgment may be rendered against the taxpayer for payment of taxes that are delinquent, together with any penalty and interest on the delinquent taxes.

Taxes on real property are a lien against the real property. A lien runs in favor of the State and secures the payment of property taxes and any penalty and interest until such payments are made. Such lien is a first lien and paramount to any other interest in the property, perfected or unperfected. Pursuant to Section 7-38-65 NMSA 1978, delinquent taxes on real property may be collected by selling the real property on which taxes are delinquent.

Pursuant to Section 7-38-53 NMSA 1978, delinquent property taxes on personal property may be collected by asserting a claim against the owner(s) of the personal property for which taxes are delinquent.

Protest

Pursuant to Section 7-38-39 NMSA 1978, after receiving his or her property tax bill and after making payment prior to the delinquency date of all property taxes due in accordance with the bill, a property owner may protest the value or classification determined for his or her property for property taxation purposes, the allocation of value of his or her property to a particular governmental unit, the application to his or her property of an administrative fee adopted pursuant to Section 7-38-36.1 NMSA 1978 or a denial of a claim for an exemption by filing a claim for refund in the district court. Pursuant to Section 7-38-41 NMSA 1978, the portion of any property taxes paid to the County Treasurer that is not admitted to be due and is the subject of a claim for refund will be deposited in a "property tax suspense fund." Moneys in the property tax suspense fund may not be used for the payment of debt service on the Bonds.

FINANCIAL INFORMATION CONCERNING THE CITY

The City's Accounting and Budgetary Practices and Procedures

Receipts and disbursements of the City are recorded on a modified accrual basis of accounting. Under this method of accounting, as a general rule, revenue which is available for financing of current appropriations is recognized when received or when susceptible to accrual, and expenditures benefiting more than one year are recorded when encumbered. Exceptions to this general rule include: (1) disbursements for some inventory items are recorded at the time of purchase, (2) prepaid expenses benefiting more than one year are recorded in the year of payment and (3) property taxes are recognized as received.

Governmental Accounting Standards Board Statement

The City's financial statements present the government as an entity for which the City is considered to be financially accountable. The City has no component units or blended component units that are legally separate entities.

During the year ended June 30, 2016, the City adopted GASB Statements Nos. 72, *Fair Value Measurement and Application,* a portion of No. 73 *Accounting and Financial Reporting for Pensions and Related Assets that are not within the Scope of GASB Statement 68 and Amendments to Certain Provisions of GASB Statements 67 and 68,* No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments,* No. 79, *Certain External Investment Pools and Pool Participants* and No. 82 *Pension Issues – an amendment of GASB Statement No. 67, No. 68, and No. 73.* These five Statements were required to be implemented by June 30, 2016.

GASB Statement No. 72 addresses accounting financial reporting issues related to fair value measurements. The definition of *fair value* is price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It provides guidance for determining a fair value measurement for financial reporting purposes and for applying fair value to certain investments and disclosures related to all fair value measurements. The requirements of GASB 72 enhances comparability of financial statements among governments by requiring measurements of certain assets and liabilities at fair value using a consistent and more detailed definition of fair value and accepted valuation techniques. This Statement also will enhance fair value application guidance and related disclosures in order to provide information to financial statement users about the impact of fair value measurements on government's financial position.

GASB Statement No. 82 addresses certain issues that have been raised with respect to Statement No. 67, *Financial Reporting for Pension Plans,* No. 68, *Accounting and Financial Reporting for Pensions,* and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68.* Specifically, this GASB 82 addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information; (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and; (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. Its objective is to address certain issues that have been raised with respect to Statements No.67, *Financial Reporting for Pensions Plans,* No. 68, *Accounting and Financial Reporting for Pensions,* and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statement 67 and 68.* Specifically, the statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information; (2) the selection of assumptions and treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and; (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements.

GASB 75, *Accounting and financial reporting by Employers for Postemployment Benefits Other than Pensions (OPEB Employer)* became effective for fiscal years beginning after June 15, 2017 and replaced the requirements of Statement Nos. 45 and 57. GASB 75 moves accounting of OPEB benefits to the balance sheet and income statement from the notes related to the financial statements. The methodology for valuing OPEB liabilities under GASB 75 has been standardized, and instead of being amortized over a period of up to 30 years, certain changes in OPEB liability are factored into the calculation of OPEB expense for the applicable reporting period. OPEB expense is based on the net OPEB liability change between reporting dates, with some sources of change recognized immediately, and others spread over years. OPEB expense under GASB 75 is no longer equal to the contributions to an OPEB trust or the OPEB benefits or premiums paid.

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from the legally separate component unit for which the primary government is financially accountable.

Operations of the General Fund

The following sets forth a comparative summary of the operations of the General Fund of the City for the years ended June 30, 2020 through June 30, 2024. Information regarding the operations of the General Fund is presented only to summarize the City's operating history. For a more detailed discussion of the City's results of operations for the fiscal year ended June 30, 2024, see "Management's Discussion and Analysis" included in the attached financial statements.

GENERAL FUND- STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Revenues:	**2024**	**2023**	**2022**	**2021**	**2020**
Taxes:					
Gross Receipts	$106,133,722	$ 98,962,862	$ 94,117,754	$ 71,097,448	$ 72,142,247
Motor taxes	--	--	--	469,728	486,671
Lodgers'	--	--	--	--	--
Property	10,270,979	9,516,085	8,597,439	9,101,143	8,732,172
Other	6,540,694			9,149,457	8,920,423
Intergovernmental revenues					
Federal operating	--	--	--	--	--
State operating	--	--	46,242	8,476,923	56,345
Local	--	--	2,015	22,943	17,710
Lease revenue	--	--	--	--	--
Charges for services	15,224,389	14,117,868	11,397,076	7,832,544	8,350,589
Investment income (loss)	3,367,284	3,991,797	103,126	22,701	121,586
Other Revenues	1,357,383	50,021	9,355,773	116,300	458,598
Total Revenues	142,894,451	$133,452,785	$128,478,810	$106,289,187$	$ 99,286,341
Expenditures:					
Current:					
General government	21,436,506	14,279,897	26,085,939	13,964,448	15,157,369
Public safety	64,027,814	39,819,047	48,077,4l4	39,747,963	44,183,340
Public works	19,717,380	21,167,821	5,637,776	19,512,094	10,786,864
Community development	2,089,436	1,931,019	3,360,609	1,606,273	3,370,485
Education	3,321,337	1,970,727	--	2,475,780	2,595,792
Culture and recreation	4,816,882	5,368,820	11,749,917	4,205,791	9.635,166
Capital outlay	11,245,330	26,957,080	--	791,782	2,875,546
Debt service					
Principal payments	87,723	87,118	--	--	--
Interest	2,116	104	--	--	--
Debt issuance costs	--	--	--	--	45,552
Total expenditures	126,753,524	111,581,633	94,911,655	82,304,131	88,604,562
Excess (deficiency) of revenues over expenditures	16,140,927	21,871,152	33,567,155	23,985,056	10,681,779
Other financing sources (uses):					
Proceeds from sale of assets	--	213,807	--	--	--
Transfers in	3,545,419	3,105,936	4,053,300	7,621,688	2,334,946
Transfers out	(12,741,913)	(11,627,857)	(24,318,313)	(12,272,876)	(7,943,095)
Total other financing sources (uses)	(9,196,494)	(8,209,114)	(20,265,013)	(4,651,186)	(5,608,149)
Net change in fund balances	6,944,433	13,562,038	13,302,142	19,333,868	5,073,630
Fund balances, beginning of year	76,450,942	62,888,904	49,586,762	30,252,894	24,416,020
Fund Balances, end of year	**$83,395,375**	**$ 76,450,942**	**$ 62,888,904**	**$ 49,586,762**	**$ 29,489,650**

Source: State of New Mexico Office of the State Auditor; City of Santa Fe Finance Department.
(1) Reporting of expenditures reflects variation in format and presentation of FY 2024 Audited Financial Statements.

ECONOMIC AND DEMOGRAPHIC INFORMATION

The statistics set forth below have been obtained from the referenced sources. The City has assumed that the information obtained from sources other than the City is accurate without independently verifying it. Historical figures provided under this caption have not been adjusted to reflect economic trends such as inflation. The following information is not to be relied upon as a representation or guarantee of the City.

Population

Population Growth

Census Year	City	County	State
1980	49,299	75,519	1,308,302
1990	55,859	99,288	1,520,207
2000	62,203	129,292	1,819,046
2010	67,947	144,170	2,059,179
2020	83,875	148,651	2,084,117
2024	89,167[2]	157,765	2,130,256

Source: U.S. Census Bureau and World Population Review.

[1] The City annexed approximately 4,100 acres in phases from 2014-2019 that contributed to the growth in population from 2010 to 2015 by adding approximately 13,000 residents.
[2] As of July 1, 2023, which is the most recent date for which data is available.

The following table provides an estimated age profile of the City's population from the U.S. Census Bureau's American Community Survey, and comparative data for the County, State and the United States:

Age Group	Santa Fe — MSA	New Mexico
0 --19	18%	23%
20--29	10%	13%
30--39	12%	13%
40--49	12%	12%
50--59	13%	11%
60 and Older	36%	27%

Source: Census Reporter, 2023.

The total population of the City grew by 13.3% over the decade of the 1980s (1980-1990), by 11.3% over the decade of the 1990s (1990-2000), by 9.2% between 2000 and 2010, and by 23.4% between 2010 and 2015 which was largely due to annexation as formerly footnoted in the Population Growth table above.

Income

The table set forth below shows per household effective buying income categories for residents of the Santa Fe Metropolitan Statistical Area ("MSA") and comparative data for the State and the United States.

Effective Buying Income Group[1]	Santa Fe MSA	New Mexico	United States
Under $25,000	18.90%	26.42%	20.37%
$25,000 - $34,999	9.98%	10.23%	9.21%
$35,000 - $49,999	13.89%	13.64%	12.87%
$50,000 - $74,999	18.44%	17.13%	17.09%
$75,000 and over	38.77%	32.58%	40.46%
Median Household Income[2]			
2019 Est. Median Household Income	$61,791	$52,021	$81,210
2020 Est. Median Household Income	$58,898	$52,285	$79,560
2021 Est. Median Household Income	$67,311	$54,304	$79,260
2022 Est. Median Household Income	$72,836	$59,842	$77,540
2023 Est. Median Household Income	$73,366	$62,286	$80,610

[1] Spotlight, February 2023.
[2] Federal Reserve Bank of St. Louis.

Per Capita Income

The following table sets forth the per-capita income, based on the total gross personal income divided by the population, for the Santa Fe MSA, the State and the United States. Although the State per capita income remains lower than the per capita income of the United States as a whole, the Santa Fe MSA per capita income is higher than the per capita income of the State and the United States.

Per Capita Personal Income

Year	Santa Fe MSA	New Mexico	United States
2024	*	57,652	72,478
2023	77,717	55,166	69,413
2022	72,932	53,069	66,059
2021	70,477	50,682	64,419
2020	63,443	46,483	59,125
2019	60,853	42,223	55,559
2018	57,163	40,976	53,310
2017	54,072	39,196	50,977
2016	53,566	38,474	49,943
2015	50,974	37,752	48,038

Source: Federal Reserve Bank of St. Louis.

Employment

The following table provides a 10 year history of average employment figures for the Santa Fe MSA, the State and the United States.

EMPLOYMENT/UNEMPLOYMENT RATES

Year[(1)]	Santa Fe MSA Labor Force	Santa Fe MSA % Unemployed	State Labor Force	State % Unemployed	U.S. % Unemployed
2024	88,451	3.6%	942,357	4.2%	4.0%
2023	81,791	3.3%	964,991	3.8%	3.6%
2022	98,435	3.7%	947,991	4.1%	3.6%
2021	89,004	6.6%	942,505	7.1%	5.4%
2020	77,468	7.7%	931,147	7.9%	8.1%
2019	92,310	4.1%	955,890	5.0%	3.7%
2018	87,340	4.2%	944,844	4.9%	3.9%
2017	84,958	5.1%	948,364	6.0%	4.4%
2016	87,539	5.4%	944,335	6.8%	4.9%
2015	82,413	5.4%	938,333	6.6%	5.3%

Source: Federal Reserve Bank of St. Louis.

Santa Fe MSA--Major Employers

Employer	Business Type	Number of Employees
State of New Mexico	Government	18,000
Los Alamos National Laboratory	Government	14,150
Christus St. Vincent Hospital	Health Care	2,500
Santa Fe School District	Education	1,800
City of Santa Fe	Government	1,400
Santa Fe County	Government	850
Santa Fe Community College	Education	661
Presbyterian Santa Fe	Medical	545
Eldorado Hotel	Hotel	500
Hotel St. Francis	Hotel	500
Total Top 10		40,906

Source: City of Santa Fe.

Gross Receipts

The table below shows the retail and total reported gross receipts generated in the City of Santa Fe, Santa Fe County and the State of New Mexico. For the purposes of this table, gross receipts means the total amount of money received from selling property in the State of New Mexico, from leasing property in the State and from performing services in the State.

Historical Total Gross Receipts Reported for City

	City of Santa Fe	
Fiscal Year	Retail Trade	Total
2024	$2,640,906,351	$9,988,401,205
2023	2,554,537,522	8,767,553,351
2022	2,509,638,594	8,078,827,477
2021	2,383,560,603	7,448,379,755
2020	1,657,199,051	6,636,938,435

Source: New Mexico Taxation and Revenue Department RP-80 Reports.

Historical Taxable Gross Receipts Reported for City

Fiscal Year	Taxable Gross Receipts
2024	$5,497,249,082
2023	5,124,030,595
2022	4,755,784,079
2021	4,352,092,887
2020	3,692,443,207

Source: New Mexico Taxation and Revenue Department RP-80 Reports.

THE CITY

General

Located in north-central New Mexico, the City was established in 1610. The City was incorporated in 1891 as a body politic and corporate under the laws of the State and is both the County seat and capital of the State, with approximately 46% of the County population located in the City. The City is situated in the foothills of the Sangre de Cristo Mountains (Rocky Mountain Range) at 7,000 feet elevation and is located approximately 380 miles south of Denver and 320 miles north of El Paso at the junction of Interstate 25 and U.S. Highways 64, 84 and 285.

The Santa Fe economy is diversified, with government, tourism, retail trade and industry being predominant. The State is the largest employer in the City. Most State department headquarters are located in the City. State and federal offices plus County and City offices combine to make the City the governmental center of the State. See "ECONOMIC AND DEMOGRAPHIC INFORMATION—Employment" herein. The central business district and shopping centers contain approximately 450 businesses. The City is also the service center for the northern-central region of the State. There are over 300 art galleries and dealers and over 70 antique dealers in the City, in addition to cultural markets on the Plaza. It is the second largest financial center in the State with ten commercial banks, four savings & loans, approximately 15 financial lending entities and six credit unions.

The City has a unique culture because of its multicultural history and the proximity of numerous Pueblo Indian villages. Indian pottery, weaving, silver and turquoise jewelry, Spanish wood carving and weaving, paintings, glass and a complete range of contemporary arts and crafts are produced and sold. Popular tourist attractions in the City include the oldest church and the oldest house in the United States; numerous buildings listed in the State Register of Historic Sites and Property; the oldest public building in the United States; the Plaza, which was the end of the Camino Real and Santa Fe Trail; and numerous museums and landmarks, including the Museum of Fine Arts, Museum of International Folk Art, Wheelwright Museum, Georgia O'Keeffe Museum and the Palace of the Governors. The Santa Fe National Forest and the Pecos Wilderness are also major tourist attractions. The Santa Fe Ski Basin and Santa Fe Opera are near the City. The City is a popular on-location site for both television and motion picture filming crews, including two western town movie sets nearby. The Laboratory of Anthropology is also located in the City and is a research center that has conducted thousands of archeological investigations.

A large segment of the City is controlled by historical zoning ordinances designed to maintain the Spanish architecture in the City. Numerous national, regional and State conventions are held in the City annually. Fiesta de Santa Fe, commemorating the return of the City to Spanish rule, is the oldest continuous community celebration in the United States.

St. John's College is a four-year institution of higher learning located in the City. The Santa Fe Community College is a two-year institution of higher learning within the City. See "ECONOMIC AND DEMOGRAPHIC INFORMATION—Education" herein. The New Mexico School for the Deaf and the Institute of American Indian Arts are also located in the City. There are three newspapers, including two daily newspapers, several radio stations, several local television stations and cable television serving the City.

Administration and City Government

The administrative offices of the City are located at 200 Lincoln Avenue, Santa Fe, New Mexico. The Council is the policymaking body of the City and manages and controls the City's finances and property. The eight members of the City Council (the "Council") are elected for staggered four-year terms. The Mayor is the chief executive officer of the City and presiding officer of the Council.

Prior to December 9, 1997, the City operated under a Mayor-Council/City Manager form of government. On December 9, 1997, the City adopted a home-rule charter ("Charter") form of government. The Charter form of government became effective March 15, 1998. Under an amendment to the Charter that became effective on March 12, 2018 (the "Charter Amendment"), the Mayor is authorized to vote on all matters that come before the Council. Under the Charter Amendment the Mayor has authority to appoint, with the consent of the Council, the City Manager, City Attorney, City Clerk and members of advisory commissions; may exercise control over and remove the City Manager, City Attorney and City Clerk; prepare an annual budget and proposed spending priority for review and approval by the City Finance Committee and Council.

The masthead of this Official Statement contains the names of the Mayor and the members of the Council.

Budget

The City's fiscal year begins on July 1 and ends on June 30. The City Manager is responsible for preparing the budget. After reviewing department requests and making adjustments as the City Manager deems necessary, the City Manager recommends to the Finance Committee of the City (the "Finance Committee") approval of the budget as the City Manager envisions the operations of the City for the coming fiscal year. The Finance Committee reviews the City Manager's recommendations, makes appropriate adjustments and recommends to the full Council for adoption of the budget. Finally, the Council reviews and adopts the budget. Prior to June 1, the City is required to submit a working draft of the budget to the Local Government Division of the State Department of Finance and Administration (the "Finance Department") for its approval. By July 20 of the new fiscal year, the City submits the budget to the Finance Department. Prior to the first Monday in September, the Finance Department must certify the budget with whatever adjustments it deems necessary to comply with State statutes. At mid-year, the City performs a budget review and adjusts the budget to reflect current conditions. Approval of the Finance Department is required for all budget increases, cash transfers between funds and budget transfers between departments within a fund or between funds. If adequate fund balances are available from the prior year, the City budgets expenditures in excess of revenues. The City budget is prepared using an estimate of anticipated revenues and expenditures.

Services

The City provides traditional services such as public safety and recreation, public works, highways and streets as well as water and sewer services and refuse collection. In addition, the City operates parking facilities, convention facilities, a golf course and an industrial park.

Employees

The City employs 1,402 persons, approximately 1,338 of whom are full-time employees, and approximately 54 of whom are part-time employees, including 10 elected officials.

Retirement Plans

Public Employees Retirement Association

Substantially all of the City's full-time employees participate in a public employee retirement system authorized under the Public Employees Retirement Act (Chapter 10, Article 11 NMSA 1978). The Public Employees Retirement Association ("PERA") is the administrator of the plan, which is a cost-sharing multi-employer defined benefit retirement plan. The plan provides retirement, disability benefits, survivor benefits, and cost-of-living adjustments to plan members and beneficiaries. PERA issues a separate, publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by writing to PERA, P. O. Box 2123, Santa Fe, New Mexico 87504-2123.

The contribution requirements of defined benefit plan members and the City of Santa Fe are established in state statute under Chapter 10, Article 11, NMSA 1978. The contribution requirements may be amended by acts of the legislature. For employer and employee contribution rates in effect for FY18 for the various PERA coverage options, for both Tier I and Tier II, see the tables available in the PERA FY18 annual audit report available at www.nmpera.org. The PERA coverage options that apply to the City are the Municipal General Division, Municipal Police Division and Municipal Fire Division. Statutorily required contributions to the pension plan from the City were $11,289,958 for the fiscal year ended June 30, 2024.

On June 25, 2012, the Governmental Accounting Standards Board approved Statement No. 68 which requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits. Statement No. 68 requires cost-sharing employers, such as the City, to record a liability and expense equal to their proportionate share of the collective net pension liability and expense for the cost-sharing plan. Statement No. 68 is effective for fiscal years beginning after June 15, 2014. For Fiscal Year ended June 30, 2024, the City reported the following proportionate shares of PERA's net pension liability: $102,554,027 for PERA Fund Municipal General Division, $40,803,876 for PERA Fund Municipal Police Division, and $57,993,806 for the PERA Municipal Fire Division.

New Mexico Retiree Health Care Authority

The City offers other post-employment benefits through the Retiree Health Care Fund, a cost-sharing multiple employer defined benefit plan administered by the New Mexico Retiree Healthcare Authority. This plan is used to provide post-employment health insurance benefits for eligible employees and their dependents. The contribution requirements are established by and may be amended by the statute. The City's contribution to the fund for Fiscal Year 2023, the most recent year for which information is available, was $1,759,581. For additional information regarding the post-employment benefit plan, please refer to "Notes to Required Supplementary Information" at p. 138 of the City's audited financial statements for Fiscal Year ended June 30, 2024.

SUMMARY OF INDEBTEDNESS

The table below summarizes all outstanding general obligation and revenue bond obligations of the City as of June 30, 2025:

Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2013B	13,780,000	3.00%-5.00%	6/1/36	9,460,000
General Obligation Bonds, Series 2013	12,000,000	1.75%-4.00%	8/1/32	6,570,000
Gross Receipts Tax Improvement Revenue Bonds, Series 2014	15,460,000	2.25%-5.00%	6/1/29	11,080,000
General Obligation Bonds, Series 2014	5,800,000	3.00%-4.00%	8/1/34	3,765,000
Water Utility System Refunding Revenue Bonds, Series 2016	36,665,000	2.00%-5.00%	6/1/39	29,070,000
Senior Lien Gross Receipts Tax Refunding Bonds, Series 2016B	21,900,000	2.00%-5.00%	6/1/35	4,525,000
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016D	2,020,000	2.00%-5.00%	6/1/28	920,000
Taxable Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2017	4,530,000	1.42%-3.56%	6/1/33	2,775,000
Gasoline Tax/Subordinate Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018	10,290,000	3.00%-5.00%	6/1/28	4,745,000
Senior Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018A	20,000,000	5.00%	6/1/38	16,985,000
Net Wastewater Utility System / Environmental Services Gross Receipts Tax Improvement Revenue Bonds Series 2019 (Climate Bond Certified / Green Bonds)	13,550,000	4.00%-5.00%	6/1/38	12,360,000
General Obligation Bonds, Series 2019	5,445,000	5.00%	8/1/29	3,525,000
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021	13,590,000			2,660,000
Total	**175,030,000**			**$110,975,000**

In addition to its outstanding revenue and general obligation bonds referenced above, the City has loans payable to the New Mexico Finance Authority from various revenue sources. The table below summarizes the outstanding loans of the City as of June 30, 2025.

Category of Indebtedness	Original Principal Amount	Interest Rate	Date of Final Maturity	Amount Outstanding
Convention Center	$33,790,000	3.00-5.00%	June 2035	$21,030,000
Drinking Water Loan (Buckman DW-2)	15,150,000	2.00%	June 2029	4,368,611
College Refunding Loan	23,705,000	2.362%-3.924%	June 2039	18,055,000
Drinking Water Loan (Buckman DW-4)	2,445,292	2.00%	June 2035	1,376,073
Transit Buses	3,500,000	2.41%	June 2026	332,163
Parking Facilities Loan	1,575,000	1.820%-2.150%	June 2027	415,000
Guaranteed Energy Savings Lease Purchase Transaction	17,244,894	2.145%	December, 2039	14,962,398
Total Loan Obligations	**$97,410,186**			**$60,539,245**

Education

Santa Fe Public Schools

The Santa Fe Public School District is a political subdivision of the State organized for the purpose of operating and maintaining an education program for school-age children residing within its boundaries. Currently the District operates and maintains a variety of facilities in meeting its obligation to provide an educational program within its boundaries that cover 1,016 square miles with an estimated population of 125,000. The District is fourth largest district in the State with a 2024-25 student enrollment of 11,769. The District operates thirty school sites – two comprehensive high schools, four alternative high schools, an International Baccalaureate (IB) school which serves grades 7-12, 19 middle schools, 21 elementary schools, and 6 K-8 community schools. In addition, within the District there is one district charter school and five State charter schools. The District's educational program additional includes vocational, technical and occupational training.

Santa Fe Community College

Santa Fe Community College is a co-educational community college offering 2-year Associate of Arts, Associate of Science, and Associate of Applied Science degrees. The Community College occupies 366 acres within the County of Santa Fe and purchased five acres in the City of Santa Fe and built a 30,000

square foot building. The College has a faculty of approximately 65 full-time and 599 adjunct faculty, serving approximately 4,500 students.

St. John's College

St. John's College is a private, co-educational 4-year liberal arts college. The College's undergraduate program is an all-required course of study based on the classic works of western civilization. The College has an enrollment of approximately 450 students, with a faculty-student ratio of 1:7. The College offers a graduate degree program leading to a Master of Arts in Liberal Arts degree.

New Mexico School for the Deaf

The New Mexico School for the Deaf is a state institution serving New Mexico children with permanent hearing loss from birth through age 22. The School provides a rigorous academic program that focuses on language and literacy development and critical thinking skills. The School's curriculum conforms to New Mexico state standards and benchmarks. The School's 30-acre campus is located in the City of Santa Fe and provides housing for up to 96 residential students.

TAX EXEMPTION

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, to be delivered at the time of original issuance of the Bonds, under existing laws, regulations rulings and judicial decisions, and assuming compliance with covenants described herein, interest on Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference under Section 57 of the Code (as defined below) for purposes of the federal alternative minimum tax imposed on individuals. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that interest on the Bonds is exempt from all taxation by the State of New Mexico or any political subdivision thereof.

The Internal Revenue Code of 1986, as amended (the "Code"), imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal tax purposes of interest on obligations such as the Bonds. The City has made various representations and warranties with respect to, and has covenanted in the Bond Ordinance and other documents, instruments and certificates to comply with the applicable provisions of the Code to assure that interest on the Bonds will not become includible in gross income. Failure to comply with these covenants or the inaccuracy of these representations and warranties may result in interest on the Bonds being included in gross income from the date of issue of the Bonds. The opinion of Bond Counsel assumes compliance with the covenants and the accuracy of such representations and warranties.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Bond Counsel expresses no opinion regarding any such consequences. Before purchasing any of the Bonds, potential purchasers should consult their tax advisors as to the tax consequences of purchasing or owning the Bonds.

The opinions expressed by Bond Counsel are based upon existing law as of the date of issuance and delivery of the Bonds, and Bond Counsel expresses no opinion as of any date subsequent thereto or with respect to any pending legislation.

From time to time, there are legislative proposals in Congress that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted, it would apply to Bonds issued prior to enactment. Each purchaser of the Bonds should consult his or her own tax advisor regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

Internal Revenue Service Audit Program

The Internal Revenue Service (the "Service") has an ongoing program auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service will treat the City as the taxpayer and the Bond owners may have no right to participate in such procedure. None of the Municipal Advisor, the Underwriter, or Bond Counsel is obligated to defend the tax-exempt status of the Bonds. The City has covenanted in the Bond Ordinance not to take any action that would cause the interest on the Bonds to become includable in gross income except to the extent described above for the owners thereof for federal income tax purposes. None of the City, the Municipal Advisor, the Underwriters or Bond Counsel is responsible to pay or reimburse the costs of any Bond owner with respect to any audit or litigation relating to the Bonds.

Original Issue Premium

Certain maturities of the Bonds may be offered at a premium ("original issue premium") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of a bond through reductions in the holders' tax basis in the bond for determining taxable gain or loss from sale or from redemption prior to maturity. Amortizable premium is accounted for as reducing the tax-exempt interest on the bond rather than creating a deductible expense or loss. Holders of Bonds offered at an original issue premium should consult their tax advisors for an explanation of the amortization rules.

Original Issue Discount

Certain maturities of the Bonds may be offered at a discount ("original issue discount") equal generally to the difference between public offering price and principal amount. For federal income tax purposes, original issue discount on a bond accrues periodically over the term of the bond as interest with the same tax exemption and alternative minimum tax status as regular interest. The accrual of original issue discount increases the holder's tax basis in the bond for determining taxable gain or loss from sale or from redemption prior to maturity. Holders of Bonds offered at an original issue discount should consult their tax advisors for an explanation of the accrual rules.

Internal Revenue Service Audit Program

The Internal Revenue Service (the "Service") has an ongoing program auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service will treat the City as the taxpayer and the Bond owners may have no right to participate in such procedure. Neither the Municipal Advisor, the initial purchasers of the Bonds nor Bond Counsel is obligated to defend the tax-exempt status of the Bonds. The City has covenanted in the Bond Ordinance not to take any action that would cause the interest on the Bonds to become includable in gross income except to the extent described above for the owners thereof for federal income tax purposes.

None of the City, the Municipal Advisor, the initial purchasers of the Bonds, or Bond Counsel is responsible to pay or reimburse the costs of any Bond owner with respect to any audit or litigation relating to the Bonds.

FINANCIAL STATEMENTS

Appendix A contains the Audited Financial Statements of the City for the fiscal year ended June 30, 2024 (the "2024 Report"). The audited financial statements referred to above have been audited by Carr, Riggs & Ingram, L.L.C., Albuquerque, New Mexico, independent certified public accountants (the "Auditor"), whose report with respect thereto (the "Report") also appears in Appendix A hereto.

CONTINUING DISCLOSURE

In connection with the issuance of the 2025 Bonds, the City will execute a Continuing Disclosure Undertaking, in the form attached hereto as Appendix C, under which it will agree for the benefit of the owners of the 2025 Bonds to provide audited annual financial statements of the City when available after the end of each Fiscal Year, and to provide certain annual financial information and operating data relating to the City and timely notice of certain events.

The City believes that it has not been in default under its existing continuing disclosure agreements with respect to the filing of audited annual financial statements and annual financial information and notice of certain events as required by Rule 15c2-12.

LITIGATION

At the time of the original delivery of the Bonds, the City will deliver a no-litigation certificate to the effect that no litigation or administrative action or proceeding is pending or, to the knowledge of the appropriate City officials, threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, effectiveness of the Bond Ordinance, or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds.

RATINGS

The Bonds have received a rating of "___" on the Bonds from Fitch Ratings Group ("Fitch") and has received a rating of "___" from S&P Global Ratings, a division of the McGraw-Hill Companies, Inc. ("S&P"). An explanation of the significance of the rating given by Fitch may be obtained from Fitch at One State Street Plaza, New York, New York 10004, and from S&P at 55 Water Street, 38th Floor, New York, New York 10041.

Such ratings reflect only the view of such rating agencies, and there is no assurance that such ratings will continue for any given period of time after obtained or that such ratings will not be revised downward or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. Neither the City nor the Underwriter has undertaken any responsibility to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of such rating once received or to oppose any such proposed revision.

MUNICIPAL ADVISOR

Hilltop Securities Inc. is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Hilltop Securities Inc., in its capacity as Municipal Advisor, has relied on the opinion of Bond Counsel and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Municipal Advisor to the City has provided the following sentence for inclusion in this Official Statement. The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

LEGAL MATTERS

Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel, will render an opinion with respect to the validity of the Bonds and with respect to tax matters described above under "TAX EXEMPTION". The proposed form of such opinion is attached hereto as Appendix A. Modrall, Sperling, Roehl, Harris & Sisk, P.A., has also acted as special counsel to the City in connection with the preparation of this Official Statement. Certain legal matters will be passed upon for the City by Erin K. McSherry, Esq., City Attorney. Certain legal matters will be passed upon for the Underwriter by McCall, Parkhurst & Horton L.L.P., Dallas, Texas.

TRANSCRIPT AND CLOSING DOCUMENTS

A complete transcript of proceedings and a no-litigation certificate (described above under "LITIGATION") will be delivered by the City when the Bonds are delivered. The City will at that time also provide a certificate relating to the accuracy and completeness of this Official Statement.

MISCELLANEOUS

References are made herein to certain laws, ordinances, documents, agreements and reports which are brief summaries thereof and which do not purport to be complete or definitive. Reference is made to such documents and reports for full and complete statements of the content thereof.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or owners of any of the Bonds.

OFFICIAL STATEMENT CERTIFICATION

As of the date hereof, this Official Statement is true to the best of my knowledge, complete and correct in all material respects, and does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

The preparation of this Official Statement and its distribution have been authorized by the City Council. The Official Statement is hereby duly approved by the City Council as of the date on the cover page hereof.

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

APPENDIX A

OPINION OF BOND COUNSEL

_____, 2025

City of Santa Fe
Santa Fe, New Mexico

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Ladies and Gentlemen:

We have acted as bond counsel to the City of Santa Fe (the "City"), Santa Fe County, State of New Mexico (the "State"), in connection with the issuance and sale of its $25,000,000 General Obligation Improvement Bonds, Series 2025 (the "Bonds"), dated August ___, 2025, with interest payable on February 1, 2026, and semi-annually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding, being issued in registered form and maturing serially on August 1 in the years 2031 through 2046, inclusive. The Bonds are being issued pursuant to Ordinance No.07 adopted by the City Council on June 25, 2025 and the Pricing Certificate executed on August __, 2025 (together, the "Bond Ordinance").

We have examined the transcript of proceedings (the "Transcript") relating to the issuance of the Bonds and the law under authority of which the Bonds are issued. Based on our examination, we are of the opinion that, under the law existing on the date of this opinion, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity:

1. The Bonds constitute legal, valid and binding general obligation debt of the City and the principal of and interest on the Bonds, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes on all property within the City subject to ad valorem taxes levied by the City, which taxes are unlimited as to rate or amount.

2. Under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"), as amended, and is not a specific item of tax preference for purposes of the federal alternative minimum tax under the Code; however, interest on the Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. Although we are of the opinion that interest on the Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. We call your attention to the fact that the interest on tax-exempt obligations, such as the Bonds, may be includable in a corporation's adjusted financial statement income for purposes of determining the alternative minimum tax imposed on certain corporations by section 55 of the Code. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

3. The Bonds and the income from the Bonds are exempt from all taxation by the State or any political subdivision of the State.

The opinions set forth above in paragraph 2 are subject to continuing compliance by the City with covenants regarding federal tax law contained in the proceedings and other documents relevant to the issuance by the City of the Bonds. Failure to comply with these covenants may result in interest on the Bonds being included in gross income retroactive to their date of issuance. The obligations of the City related to the Bonds are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers (including bankruptcy powers) delegated to it by the United States Constitution. The obligations of the City and the security provided therefor, as contained in the Bond Ordinance, may be subject to general principles of equity which permit the exercise of judicial discretion and are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of result. We express no opinion with respect to any pending legislation.

We are passing upon only those matters set forth in this opinion and are not passing upon the accuracy or completeness of any statement made in connection with any sale of the Bonds or upon any tax consequences arising from the receipt or accrual or interest on, or the ownership of, the Bonds except those specifically addressed in paragraphs 2 and 3 above.

Respectfully submitted,

APPENDIX B

AUDITED FINANCIAL STATEMENTS JUNE 30, 2018

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

Section 1. Recitals. This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by the City of Santa Fe, New Mexico (the "City"), in connection with the issuance of the City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "Series 2025 Bonds" or the "Bonds"). The Bonds are being issued pursuant to Ordinance No. _____adopted by the Governing Body of the City on June 25, 2025, as supplemented by a Pricing Certificate executed on August ___, 2025 (together, the "Bond Ordinance"). Pursuant to the Bond Ordinance, to allow the owners of the Bonds to comply with the Rule (defined below), the City is required to make certain continuing disclosure undertakings for the benefit of owners (including beneficial owners) of the Bonds (the "Owners"). This Undertaking is intended to satisfy the requirements of the Rule.

Section 2. Definitions.

"Annual Financial Information" means the financial information (which will be based on financial statements prepared in accordance with generally accepted accounting principles, as in effect from time to time ("GAAP"), for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB")) and operating data with respect to the City, delivered at least annually pursuant to Sections 3(a) and 3(b) of this Undertaking, consisting of information of the type set forth under the captions "DEBT AND OTHER FINANCIAL OBLIGATIONS" and "FINANCES OF THE CITY" (tables 1 – 10) in the Official Statement.

"Audited Financial Statements" means the annual financial statements for the City, prepared in accordance with generally accepted accounting principles consistently applied, as in effect from time to time, audited by a firm of certified public accountants.

"EMMA" means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System located on its website at emma.msrb.org.

"Events" means any of the events listed in Section 4(a) of this Disclosure Undertaking.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided however that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in Rule 15c2-12) has been provided to the MSRB consistent with Rule 15c2-12.

"Fiscal Year" means the Fiscal Year of the City, ending June 30.

"Official Statement" means the Official Statement dated August ___, 2025, delivered in connection with the original issue and sale of the Series 2025 Bonds.

"Owners" means the registered owners of the Series 2025 Bonds, and so long as the Series 2025 Bonds are subject to the book-entry system, any Beneficial Owner, as such term is defined in the Bond Ordinance.

"Report Date" means March 31 of each year, beginning in 2026.

"Rule" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 C.F.R. Part 240, Section 240.15c2-12), as the same may be amended from time to time.

"Rule 15c2-12" or "Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

Section 3. Provision of Annual Financial Information.

(a) The City, or its designated agent, will provide the Annual Financial Information for the preceding fiscal year to EMMA on or before each Report Date while the Bonds are outstanding.

(b) Annual Financial Information shall be provided by the City not later than 270 days after the end of each Fiscal Year. If not filed with the Annual Financial Information, the Audited Financial Statements will be provided when available.

(c) The City, or its designated agent, may provide Annual Financial Information by specific reference to other documents, including information reports and official statements relating to other debt issues of the City, which have been submitted to EMMA or filed with the SEC; provided, however, that if the document so referenced is a "final official statement" within the meaning of the Rule, such final official statement must also be available from the MSRB.

Section 4. Reporting of Events.

(a) This Section 4 shall govern the giving of notices of the occurrence of any of the following Events with respect to the Series 2025 Bonds:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Series 2025 Bonds;

7. modifications to the rights of the security holders, if material;

8. bond calls, if material, or tender offers;

9. defeasances;

10. release, substitution or sale of property securing repayment of the Series 2025 Bonds, if material;

11. rating changes;

12. bankruptcy, insolvency, receivership or a similar event with respect to the City or an obligated person;

13. the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee, or a change of name of a trustee, if material;

15. the incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) At any time the Series 2025 Bonds are outstanding and the City obtains knowledge of the occurrence of an Event, the City shall file, in a timely manner not in excess of ten (10) business days after the occurrence of the event, a notice of such occurrence with EMMA.

(c) At any time that the Series 2025 Bonds are outstanding, the City or its designated agent, shall provide to EMMA, notice in a timely manner not in excess of ten (10) business days after the occurrence of any failure of the City to timely provide the Annual Financial Information and Audited Financial Statements as specified in Section 3 hereof.

Section 5. Term. This Disclosure Undertaking shall be in effect from and after the issuance and delivery of the Series 2025 Bonds and shall extend to the earliest of (a) the date all principal and interest

on the Series 2025 Bonds are deemed paid or legally defeased pursuant to the terms of the Bond Ordinance; (b) the date that the City is no longer an "obligated person" with respect to the Series 2025 Bonds within the meaning of the Rule; and (c) the date on which those portions of the Rule which require this Disclosure Undertaking are determined to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Series 2025 Bonds, the determination of (a), (b) or (c) herein to be made in any manner deemed appropriate by the City, including by an opinion of Counsel experienced in federal securities laws selected by the City. The City shall file a notice of any such termination with EMMA.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, if (a) such amendment or waiver is consented to by the Owners of no less than a majority in aggregate principal amount of the Series 2025 Bonds obtained in the manner prescribed by the Bond Ordinance or (b) if such amendment or waiver is otherwise consistent with the Rule, as determined by an opinion of Counsel experienced in federal securities laws selected by the City. Written notice of any such amendment or waiver shall be provided by the City to EMMA, and the Annual Financial Information shall explain the reasons for the amendment and the impact of any change in the type of information being provided. If any amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statement or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The City shall provide notice of any such amendment or waiver to EMMA.

Section 7. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other annual information or notice of occurrence of an event which is not an Event, in addition to that which is required by this Disclosure Undertaking; provided that the City shall not be required to do so. If the City chooses to include any annual information or notice of occurrence of an event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future annual filing or notice of occurrence of an Event.

Section 8. Default and Enforcement. If the City fails to comply with any provision of this Disclosure Undertaking, any Owner of the Series 2025 Bonds may take action to seek specific performance by court order to compel the City to comply with its obligations under this Disclosure Undertaking; provided that any Owner of the Series 2025 Bonds seeking to require the City to so comply shall first provide at least 30 days' prior written notice to the City of the City's failure (giving reasonable details of such failure), following which notice the City shall have 30 days to comply and, provided further, that only the Owners of no less than a majority in aggregate principal amount of the Series 2025 Bonds may take action to seek specific performance in connection with a challenge to the adequacy of the information provided by the City in accordance with this Disclosure Undertaking, after notice and opportunity to comply as provided herein, and such action shall be taken only in a court of competent jurisdiction in the State of New Mexico. A DEFAULT UNDER THIS DISCLOSURE UNDERTAKING SHALL NOT BE DEEMED AN EVENT OF DEFAULT UNDER THE BOND ORDINANCE OR THE SERIES 2025 Bonds, AND THE SOLE REMEDY UNDER THIS DISCLOSURE UNDERTAKING IN THE EVENT OF ANY FAILURE OF THE CITY TO COMPLY WITH THIS DISCLOSURE UNDERTAKING SHALL BE AN ACTION TO COMPEL PERFORMANCE.

Section 9. Beneficiaries. The Disclosure Undertaking shall inure solely to the benefit of the City, the Underwriter and Owners from time to time of the Series 2025 Bonds, and shall create no rights in any other person or entity.

Section 10. Requesting Information. Persons seeking to obtain the Annual Financial Information, including the Audited Financial Statements, may obtain such information by contacting the City Director of Finance at 200 Lincoln Avenue, Santa Fe, New Mexico 87501 (505) 955-____.

Section 11. Governing Law. This Undertaking is governed by and is to be construed in accordance with the law of the State.

Dated: August ___, 2025

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

[End of form of Continuing Disclosure Undertaking]

APPENDIX D

OFFICIAL NOTICE OF BOND SALE

$25,000,000

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the Finance Director of the City of Santa Fe, New Mexico (the "City"), for the purchase of all of the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds"), more particularly described below. The Finance Director will award the 2025 Bonds to the best bidder therefor at 2:00 p.m. prevailing Mountain Time on _____, 2025.

Bids for the purchase of the 2025 Bonds will be accepted through the Grant Street Group electronic bidding web site ("Grant Street Group") at www.grantstreet.com. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: _____, 2025
Bid Time: Between 10:00 a.m. and 10:30 a.m. Eastern Time
(Between 8:00 a.m. and 8:30 a.m. prevailing Mountain Time)
Submit Bid to: www.grantstreet.com

Information related to this auction can be obtained from Grant Street Group Auction Support at (412) 391-5555 (x370), attention John Carver.

To bid, bidders must have both (1) completed the registration form on the Grant Street Group website and (2) requested and received admission to the City's auction, as described under "TERMS OF SALE - Submission of Bids" below. The use of Grant Street Group shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

None of the City, Grant Street Group, the Financial Advisor, or Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Grant Street Group time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2025 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2025 Bonds and the security therefore set forth in the Preliminary Official Statement dated _____, 2025 (the "Preliminary Official Statement").

BOND DETAILS

The 2025 Bonds will be issued in the aggregate principal amount of $25,000,000. The 2025 Bonds and the interest thereon are general obligations of the City. The City has prepared the Preliminary Official Statement relating to the 2025 Bonds, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2025 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

Official Statement. The Preliminary Official Statement may be viewed and downloaded from www.grantstreet.com or a physical copy may be obtained by contacting the City or the Financial Advisor, see "TERMS OF SALE - Information" below.

The City will make available to the winning bidder, within seven business days after the award of the sale of the 2025 Bonds, the Final Official Statement which is to be downloaded from www.grantstreet.com. Ten (10) physical copies of the Final Official Statement also will be provided to the winning bidder at that time; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding on Grant Street Group at www.grantstreet.com. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2025 Bonds will begin at 10:00 a.m., prevailing Eastern Time (8:00 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 10:30 a.m., prevailing Eastern Time (8:30 a.m. Mountain Time), unless extended in accordance with the two-minute rule described herein. If any bid becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such new leading bid was received by Grant Street Group. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

To bid, bidders must first visit the Grant Street Group website where, if they have not previously registered with Grant Street Group, they can register and then request admission to bid on the 2025 Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Grant Street Group may call **(412) 391-5555, x 370, attention John Carver**, for their ID Number or password.

Rules of Grant Street Group. Bidders must comply with, and all bids must be made in accordance with, the Rules of Grant Street Group in addition to the requirements of this Official Notice of Bond Sale. The Rules of Grant Street Group can be viewed on the Grant Street Group website and are incorporated herein by reference. In the event the Rules of Grant Street Group conflict with this Official Notice of Bond Sale, this Official Notice of Bond Sale shall prevail.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2025 Bonds. Interest shall be bid in multiples of 1/20th or 1/8th percentum and only one interest rate may be bid for each maturity of the 2025 Bonds. The maximum interest rate may not exceed 5% and the maximum interest rate specified for any maturity of the 2025 Bonds may not exceed the minimum interest rate specified for any maturity of the 2025 Bonds by more than 3 percent (3%). The maximum net effective interest rate of the 2025 Bonds shall not exceed ten percent (10%) per annum.

The 2025 Bonds will not be sold at less than 100% of par.

Term Bonds. A bidder may elect to have all or a portion of the 2025 Bonds scheduled to mature in consecutive years issued as one or more term bonds ("Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement; however, not less than all 2025 Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The Finance Director Manager, in consultation with the City's financial and bond advisors, in the Finance Director's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of the 2025 Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2025 Bonds will be received, by issuing a notification of the adjusted series, amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Grant Street Group platform and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2025 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the Finance Director after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the City. To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Emily K. Oster, Finance Director, at ekoster@santafenm.gov or such other address as may be indicated by the City Manager within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2025 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2025 Bonds to the public that will be retained by the Purchaser as its compensation.

The Finance Director, in consultation with the City's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2025 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The Finance Director, in consultation with the City's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2025 Bonds to the public and the price to be paid to the City, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2025 Bonds) does not increase or decrease from the amount of such compensation if no adjustment was made to principal amounts shown in the maturity schedule. The City will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. prevailing Mountain Time on the day of the sale and award of the 2025 Bonds. THE PURCHASER MAY NOT WITHDRAW OR MODIFY ITS BID ONCE SUBMITTED TO THE CITY FOR ANY REASON, INCLUDING, WITHOUT

LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2025 BONDS.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid when compared to the immediately preceding bid of such bidder. During the bidding, no bidder will see any other bidder's bid, but each bidder will be able to see its own ranking (*i.e.*, "Leader," "Cover," "3rd," etc.).

Bids Constitute an Irrevocable Offer. Each bid submitted through Grant Street Group shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2025 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2025 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2025 Bonds as of _____, 2025 (the "Sale Date"), produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a semiannual interval for compounding.

The winning bid or bids will be indicated on Grant Street Group and the auction results, as posted on such website, will be subject to verification by the City. The City will verify the auction results immediately following the close of the bidding period and notice of confirmation by the City of the winning bidder or bidders will be made by a posting on Grant Street Group stating "Auction Results Verified and Confirmed."

An award may be made by the City to any bidder in a principal amount less than the principal amount of the 2025 Bonds for which the bid is submitted. Further, in the event of an award by the City for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Grant Street Group, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any 2025 Bonds, (b) to reoffer any 2025 Bonds for public sale, and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2025 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 12:00 p.m., prevailing Mountain Time on September 28, 2025 , the winning bidder is required to submit a Bid Award Deposit of $500,000. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the City Manager and provided to the winning bidder after the sale of the 2025 Bonds.

No interest will be paid by the City on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2025 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2025 Bonds in compliance with the terms of the bid, at the option of the City, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the City.

Manner and Time of Delivery. The 2025 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the City on _____, 2025, or such later date as the City and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Continuing Disclosure Undertaking. The City has covenanted to provide, in a timely manner, on the Electronic Municipal Market Access (EMMA) Website maintained by the Municipal Securities Rulemaking Board notice of the occurrence of specified, material events. The City has not failed to comply with any of its previous undertakings under Rule 15c2-12, except as disclosed in the Preliminary Official Statement.

State Securities Laws. The City has taken no action to qualify the offer or sale of the 2025 Bonds under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers will be issued at the cost of the winning bidder, and printed on the 2025 Bonds at the expense of the City. Any error or omission in printing such numbers on the 2025 Bonds will not constitute cause for any winning bidder to refuse delivery of any 2025 Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2025 Bonds will be approved by the City's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2025 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate of the City to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2025 Bonds as of the date of their delivery; and

(c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2025 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Establishment of Issue Price (Hold-the-Offering Price Rule May Apply if Competitive Sale Requirements are Not Satisfied): The winning bidder shall assist the City in establishing the issue price of the 2025 Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, and Bond Counsel. All actions to be taken by the City to establish the issue price of the 2025 Bonds may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(a) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the 2025 Bonds) will apply to the initial sale of the 2025 Bonds (the "competitive sale requirements") because:

(i) the City shall disseminate a Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the 2025 Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the 2025 Bonds, as specified in the bid.

In the event that the competitive sale requirements described above in subparagraph (a) are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of each maturity of the 2025 Bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the 2025 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the 2025 Bonds satisfies the 10% test as of the date and time of the award of the 2025 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the 2025 Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule during the Holding Period, as defined in subparagraph (d)(i) below. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the 2025 Bonds. Bidders should prepare their bids on the assumption that all of the maturities of the 2025 Bonds will be subject to the 10% test in order to establish the issue price of the 2025 Bonds.

(b) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of

any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the 2025 Bonds.

(c) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement, and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2025 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(d) The following terms are defined below:

(i) Hold-the-Offering-Price Maturity means a maturity of the 2025 Bonds of which less than 10% has been sold to the Public on the Sale Date.

(ii) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date, or (b) the date on which the winning bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(iii) Maturity means 2025 Bonds with the same credit and payment terms. Bond with different maturity dates, or 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iv) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(v) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the 2025 Bonds. The Sale Date of the 2025 Bonds is expected to be _____, 2025.

(vi) Underwriter means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2025 Bonds to the to the Public).

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Grant Street Group prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2025 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2025 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Grant Street Group at the time the sale date and time are announced, or in accordance with the section of this Official Notice of Bond Sale entitled

Adjustment of principal amounts, modification or clarification prior to examination of bids. The City reserves the right to adjust the principal amounts of the 2025 Bonds prior to commencement of bidding.

Rating. A rating has been applied for to Standard and Poor's Ratings Services.

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the City and the 2025 Bonds may be obtained from:

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com |

The date of this Official Notice of Bond Sale is _____, 2025.

CITY OF SANTA FE, NEW MEXICO

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

OFFICIAL BID FORM (_____, 2025)

City of Santa Fe, New Mexico
c/o

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com | HilltopSecurities.com

Finance Director:

Pursuant to the City of Santa Fe "Official Notice of Bond Sale," dated _____, 2025, relating to the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in the principal amount of $25,000,000, which by reference is made a part hereof, we submit the following bid:

For your legally issued Bonds as described in the Official Notice of Bond Sale, we will pay you par, plus accrued interest, if any, from the date of the Bonds to the date of delivery to us, provided the Bonds bear interest per annum as follows:

2025 Bonds

Maturing (August 1)	Principal Amount	Interest Rate	Yield
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			

If this bid is the best bid for the Bonds, we will send a wire transfer to the City of Santa Fe in the amount of $500,000.00 prior to prior to your acceptance of our bid, which wire transfer will be our bid award deposit and submitted in accordance with the terms set forth in the Official Notice of Bond Sale. We will pay the CUSIP Service Bureau charge, if any, for the assignment of CUSIP numbers.

[2025 Bonds Bid Form]

The undersigned agrees to complete, execute, and deliver to the City a Certificate Regarding Issue Price or a similar certificate relating to the "issue price" of the 2025 Bonds, in the form attached hereto as Exhibit A.

We understand and agree that no more than ten (10) copies of the final Official Statement, including any amendments or supplements thereto will be supplied to us at the City's expense and that any additional copies requested will be subject to a charge to us. By accepting this bid, you agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Bond Sale, and you undertake your other obligations described therein, as contemplated by Rule 15c2-12 of the Securities and Exchange Commission.

Respectfully submitted,

_____ _____

_____ _____

By: _____
Authorized Representative

* (Strike inapplicable words)

For informational purposes only, our calculation of the True Interest Cost is as follows:

True Interest Cost: (stated as a nominal annual percentage) _____%

Additionally, for informational purposes only, the following is requested:

Gross Interest Cost: $_____

Less Premium Bid: $_____

Net Interest Cost: $_____

[2025 Bonds Bid Form]

ACCEPTANCE CLAUSE

The above bid is hereby accepted by the City of Santa Fe, New Mexico, this _____ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____

Finance Director

[2025 Bonds Bid Form]

EXHIBIT A
[to 2025 Bonds Bid Form]

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

The undersigned, _____ (the *Underwriter*), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the *Bonds*) of the City of Santa Fe, New Mexico (the *Issuer*).

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the *Initial Offering Prices*) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Agreement, the Underwriter agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

(c) The Underwriter, as the party controlling all of the Hold-the-Offering Price Maturities, has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Modrall, Sperling, Roehl, Harris, & Sisk, P.A., in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____
Managing Director

Dated: _____, 2025

SCHEDULE A TO ISSUE PRICE CERTIFICATE

INITIAL OFFERING PRICES OF THE TAX EXEMPT BONDS

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					

SCHEDULE B

PRICING WIRES

[End of Form of Official Notice of Bond Sale]

City of Santa Fe
General Obligation Bond Issuance Process

HilltopSecurities
A Hilltop Holdings Company

General Obligation Bonds

The General Obligation (GO) Bond issue is proposed to be sold through competitive bid on approximately August 5, 2025.

In that case, proceeds would be received by late August.

Sale is conducted after distribution of an offering document, Official Statement, containing information on the issue, the City, and the ratings. Also, a Notice of Sale, containing instructions for bids, will be distributed.

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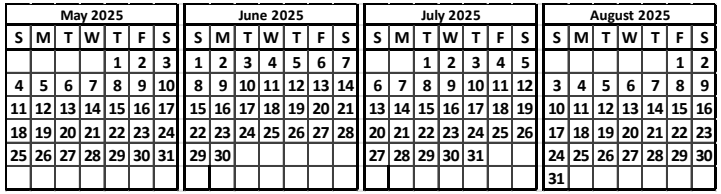
Key Dates in Issuance Process

City of Santa Fe

$25,000,000

General Obligation Improvement Bonds, Series 2025



May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Key Events in Issuance Process

Date	Event
Wednesday, May 28	Introduction of Bond Parameters Ordinance; approval of distribution to Public Works & Utilities Committee and Finance
Thursday, May 29	Preliminary Official Statement and information provided to rating agencies
Wednesday, June 4	Discussions with rating agencies
Monday, June 16	Public Works and Utilities Committee considers draft Bond Parameters Ordinance
Friday, June 20	Ratings received
Monday, June 23	Finance Committee considers draft Bond Parameters Ordinance
Wednesday, July 9	Public hearing and adoption of Bond Parameters Ordinance
Friday, July 11	Preliminary Official Statement posted on EMMA and Notice of Competitive Sale distributed
Tuesday, August 5	Sale of Bonds; City Finance Director executes Pricing Certificate
Wednesday, August 20	Closing and receipt of proceeds

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Current Outstanding

- 2013 GO Bond
  - $5,935,000 outstanding
  - Final Maturity 8/1/2032
- 2014 GO Bond
  - $3,490,000 outstanding
  - Final Maturity 8/1/2034
- 2019 GO Bond
  - $3,000,000 outstanding
  - Final Maturity 8/1/2029

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Outstanding GO Debt Service

Fiscal Year Ended 6/30	General Obligation		
	Principal	Interest	Total
2024	$ 1,390,000	$ 577,238	$ 1,967,238
2025	1,435,000	521,838	1,956,838
2026	1,490,000	464,003	1,954,003
2027	1,550,000	401,994	1,951,994
2028	1,610,000	336,069	1,946,069
2029	1,680,000	267,394	1,947,394
2030	1,755,000	195,644	1,950,644
2031	1,135,000	137,822	1,272,822
2032	1,180,000	94,555	1,274,555
2033	1,220,000	49,555	1,269,555
2034	395,000	20,256	415,256
2035	410,000	6,919	416,919
	$ 15,250,000	$ 3,073,285	$ 18,323,285

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Historical Tax Rate For Debt Service

	Tax Year					
	2024	2023	2022	2021	2020	2019
City of Santa Fe	$ 0.408	$ 0.408	$ 0.475	$ 0.567	$ 0.350	$0.487

Source: New Mexico Department of Finance and Administration

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Historical Assessed Valuation

Santa Fe, New Mexico
Historical Assessed Valuation

Tax Year	Assessed Valuation	Annual Growth
2024	$ 5,733,789,338	2.85%
2023	5,574,965,537	13.63%
2022	4,906,449,372	7.04%
2021	4,583,853,535	0.57%
2020	4,557,743,975	4.69%
2019	4,353,433,480	4.43%
2018	4,168,952,661	2.74%
2017	4,057,665,651	3.24%
2016	3,930,440,558	

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Santa Fe, New Mexico

$25 million General Obligation Bonds

Preliminary / Subject to Change

Fiscal Year	Taxable Assessed Valuation	TAV Growth	EXISTING REQUIREMENTS Principal	EXISTING REQUIREMENTS Interest	EXISTING REQUIREMENTS Total	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Principal	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Interest	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Total	AGGREGATE Principal	AGGREGATE Interest	AGGREGATE Total	Mill Rate [1]	Fiscal Year
2025	$ 5,733,789,338		$ 1,435,000	$ 521,838	$ 1,956,838	$ -	$ -	$ -	$ 1,435,000	$ 521,838	$ 1,956,838	0.4080	2025
2026	5,819,796,178	1.50%	1,490,000	464,003	1,954,003	-	593,750	593,750	1,490,000	1,057,753	2,547,753	0.4467	2026
2027	5,907,093,121	1.50%	1,550,000	401,994	1,951,994	-	1,187,500	1,187,500	1,550,000	1,589,494	3,139,494	0.5423	2027
2028	5,995,699,518	1.50%	1,610,000	336,069	1,946,069	-	1,187,500	1,187,500	1,610,000	1,523,569	3,133,569	0.5333	2028
2029	6,085,635,010	1.50%	1,680,000	267,394	1,947,394	-	1,187,500	1,187,500	1,680,000	1,454,894	3,134,894	0.5256	2029
2030	6,176,919,535	1.50%	1,755,000	195,644	1,950,644	-	1,187,500	1,187,500	1,755,000	1,383,144	3,138,144	0.5184	2030
2031	6,238,688,731	1.00%	1,135,000	137,822	1,272,822	155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641	0.4272	2031
2032	6,301,075,618	1.00%	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893	0.4228	2032
2033	6,364,086,374	1.00%	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055	0.4182	2033
2034	6,427,727,238	1.00%	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663	0.4143	2034
2035	6,492,004,510	1.00%	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025	0.4102	2035
2036	6,524,464,533	0.50%				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219	0.4081	2036
2037	6,557,086,856	0.50%				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150	0.4057	2037
2038	6,589,872,290	0.50%				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281	0.4043	2038
2039	6,622,821,651	0.50%				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494	0.4016	2039
2040	6,655,935,760	0.50%				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669	0.3998	2040
2041	6,689,215,438	0.50%				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450	0.3981	2041
2042	6,722,661,516	0.50%				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719	0.3957	2042
2043	6,756,274,823	0.50%				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238	0.3941	2043
2044	6,790,056,197	0.50%				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650	0.3925	2044
2045	6,824,006,478	0.50%				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838	0.3901	2045
2046	6,858,126,511	0.50%				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563	0.3884	2046
			$ 13,860,000	$ 2,496,048	$ 16,356,048	$ 25,000,000	$ 17,443,188	$ 42,443,188	$ 38,860,000	$ 19,939,235	$ 58,799,235		

[1] Assumes tax collected rate of 98%.

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Projected Tax Impact on Homeowners

Santa Fe, New Mexico

Tax Impact on Homeowners

Home Market Values	Home Assessed Values (1)	Total Tax Rate $0.5423 Annual	Total Tax Rate $0.5423 Monthly	Tax Rate Increase $0.1343 (2) Annual	Tax Rate Increase $0.1343 (2) Monthly
$100,000	$33,333	$18.08	$1.51	$4.48	$0.37
$200,000	$66,667	$36.16	$3.01	$8.96	$0.75
$300,000	$100,000	$54.23	$4.52	$13.43	$1.12
$400,000	$133,333	$72.31	$6.03	$17.91	$1.49
$500,000	$166,667	$90.39	$7.53	$22.39	$1.87

(1) Home assessed value is 33 1/3% of market value.

(2) Original projections were $.15 increase in tax rate.

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City of Santa Fe
General Obligation Bond Issuance Process

General Obligation Bonds

The General Obligation (GO) Bond issue is proposed to be sold through competitive bid on approximately August 5, 2025.

In that case, proceeds would be received by late August.

Sale is conducted after distribution of an offering document, Official Statement, containing information on the issue, the City, and the ratings. Also, a Notice of Sale, containing instructions for bids, will be distributed.

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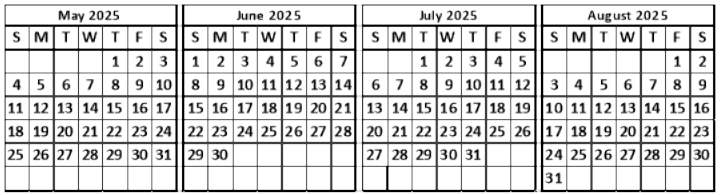
Key Dates in Issuance Process

City of Santa Fe

$25,000,000

General Obligation Improvement Bonds, Series 2025



May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Key Events in Issuance Process

Date	Event
Wednesday, May 28	Introduction of Bond Parameters Ordinance; approval of distribution to Public Works & Utilities Committee and Finance
Thursday, May 29	Preliminary Official Statement and information provided to rating agencies
Wednesday, June 4	Discussions with rating agencies
Monday, June 16	Public Works and Utilities Committee considers draft Bond Parameters Ordinance
Friday, June 20	Ratings received
Monday, June 23	Finance Committee considers draft Bond Parameters Ordinance
Wednesday, July 9	Public hearing and adoption of Bond Parameters Ordinance
Friday, July 11	Preliminary Official Statement posted on EMMA and Notice of Competitive Sale distributed
Tuesday, August 5	Sale of Bonds; City Finance Director executes Pricing Certificate
Wednesday, August 20	Closing and receipt of proceeds

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Current Outstanding

- 2013 GO Bond
  - $5,935,000 outstanding
  - Final Maturity 8/1/2032
- 2014 GO Bond
  - $3,490,000 outstanding
  - Final Maturity 8/1/2034
- 2019 GO Bond
  - $3,000,000 outstanding
  - Final Maturity 8/1/2029

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Outstanding GO Debt Service

Fiscal Year Ended 6/30	General Obligation		
	Principal	Interest	Total
2024	$ 1,390,000	$ 577,238	$ 1,967,238
2025	1,435,000	521,838	1,956,838
2026	1,490,000	464,003	1,954,003
2027	1,550,000	401,994	1,951,994
2028	1,610,000	336,069	1,946,069
2029	1,680,000	267,394	1,947,394
2030	1,755,000	195,644	1,950,644
2031	1,135,000	137,822	1,272,822
2032	1,180,000	94,555	1,274,555
2033	1,220,000	49,555	1,269,555
2034	395,000	20,256	415,256
2035	410,000	6,919	416,919
	$ 15,250,000	$ 3,073,285	$ 18,323,285

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Historical Tax Rate For Debt Service

	Tax Year					
	2024	2023	2022	2021	2020	2019
City of Santa Fe	$ 0.408	$ 0.408	$ 0.475	$ 0.567	$ 0.350	$0.487

Source: New Mexico Department of Finance and Administration

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Historical Assessed Valuation

Santa Fe, New Mexico
Historical Assessed Valuation

Tax Year	Assessed Valuation	Annual Growth
2024	$ 5,733,789,338	2.85%
2023	5,574,965,537	13.63%
2022	4,906,449,372	7.04%
2021	4,583,853,535	0.57%
2020	4,557,743,975	4.69%
2019	4,353,433,480	4.43%
2018	4,168,952,661	2.74%
2017	4,057,665,651	3.24%
2016	3,930,440,558	

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Santa Fe, New Mexico

$25 million General Obligation Bonds

Preliminary / Subject to Change

Fiscal Year	Taxable Assessed Valuation	TAV Growth	EXISTING REQUIREMENTS Principal	EXISTING REQUIREMENTS Interest	EXISTING REQUIREMENTS Total	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Principal	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Interest	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Total	AGGREGATE Principal	AGGREGATE Interest	AGGREGATE Total	Mill Rate [1]	Fiscal Year
2025	$ 5,733,789,338		$ 1,435,000	$ 521,838	$ 1,956,838	$ -	$ -	$ -	$ 1,435,000	$ 521,838	$ 1,956,838	0.4080	2025
2026	5,819,796,178	1.50%	1,490,000	464,003	1,954,003	-	593,750	593,750	1,490,000	1,057,753	2,547,753	0.4467	2026
2027	5,907,093,121	1.50%	1,550,000	401,994	1,951,994	-	1,187,500	1,187,500	1,550,000	1,589,494	3,139,494	0.5423	2027
2028	5,995,699,518	1.50%	1,610,000	336,069	1,946,069	-	1,187,500	1,187,500	1,610,000	1,523,569	3,133,569	0.5333	2028
2029	6,085,635,010	1.50%	1,680,000	267,394	1,947,394	-	1,187,500	1,187,500	1,680,000	1,454,894	3,134,894	0.5256	2029
2030	6,176,919,535	1.50%	1,755,000	195,644	1,950,644	-	1,187,500	1,187,500	1,755,000	1,383,144	3,138,144	0.5184	2030
2031	6,238,688,731	1.00%	1,135,000	137,822	1,272,822	155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641	0.4272	2031
2032	6,301,075,618	1.00%	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893	0.4228	2032
2033	6,364,086,374	1.00%	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055	0.4182	2033
2034	6,427,727,238	1.00%	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663	0.4143	2034
2035	6,492,004,510	1.00%	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025	0.4102	2035
2036	6,524,464,533	0.50%				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219	0.4081	2036
2037	6,557,086,856	0.50%				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150	0.4057	2037
2038	6,589,872,290	0.50%				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281	0.4043	2038
2039	6,622,821,651	0.50%				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494	0.4016	2039
2040	6,655,935,760	0.50%				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669	0.3998	2040
2041	6,689,215,438	0.50%				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450	0.3981	2041
2042	6,722,661,516	0.50%				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719	0.3957	2042
2043	6,756,274,823	0.50%				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238	0.3941	2043
2044	6,790,056,197	0.50%				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650	0.3925	2044
2045	6,824,006,478	0.50%				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838	0.3901	2045
2046	6,858,126,511	0.50%				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563	0.3884	2046
			$ 13,860,000	$ 2,496,048	$ 16,356,048	$ 25,000,000	$ 17,443,188	$ 42,443,188	$ 38,860,000	$ 19,939,235	$ 58,799,235		

[1] Assumes tax collected rate of 98%.

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Projected Tax Impact on Homeowners

Santa Fe, New Mexico

Tax Impact on Homeowners

Home Market Values	Home Assessed Values [1]	Total Tax Rate $0.5423 Annual	Total Tax Rate $0.5423 Monthly	Tax Rate Increase $0.1343 [2] Annual	Tax Rate Increase $0.1343 [2] Monthly
$100,000	$33,333	$18.08	$1.51	$4.48	$0.37
$200,000	$66,667	$36.16	$3.01	$8.96	$0.75
$300,000	$100,000	$54.23	$4.52	$13.43	$1.12
$400,000	$133,333	$72.31	$6.03	$17.91	$1.49
$500,000	$166,667	$90.39	$7.53	$22.39	$1.87

(1) Home assessed value is 33 1/3% of market value.

(2) Original projections were $.15 increase in tax rate.

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CITY OF SANTA FE

Memorandum

Date: April 24, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Jesse Roach, Interim Public Utilities Director JR

RE: Wastewater rate adjustments

EXECUTIVE SUMMARY:
This bill would increase the rates for wastewater utility service for the next ten years. The average wastewater bill would increase about $1 per month each year, going from $21 per month in 2025 to $29 per month in 2034.

BACKGROUND AND JUSTIFICATION:
In the past several years the Paseo Real Water Reclamation Facility (PRWRF) has experienced operational disruptions resulting in difficulties meeting water quality standards in effluent discharged to the lower Santa Fe River. As a result of these noncompliance events, The City received an Administrative Order from the federal Environmental Protection Agency in March of 2024 and an Administrative Compliance Order from the New Mexico Environment Department in May of 2024.

These disruptions have been addressed in the short term, and PRWRF has met E.coli discharge standards for more than 6 months, but a long-term solution is needed. That solution must address updates to ageing and in some cases obsolete infrastructure at PRWRF. This solution may take the form of a large rehabilitation, or a replacement of some or all plant components. Based on a recent study done at PRWRF by Carollo Engineering, the cost of rehabilitation is estimated to be on the order of 180 million dollars. Although the specific infrastructure solution decision is waiting on additional information gathering efforts currently underway, 180 million is assumed to be the minimum utility investment that will be required to achieve a long-term solution.

Current wastewater rates do not generate sufficient revenue to fund this capital investment need. Based on consultant analysis, staff recommend ten years of annual 4% increases to wastewater revenues starting as soon as possible to fund these improvements. Low interest loans are currently being put in place to fund a large portion of this investment, and the ability to secure and pay for the loans will require increased revenues. The result of this rate increase for an average wastewater user (2800 gallons wastewater generated per month) will be approximately $1/month increase each year, taking the bill from $21 per month in 2025 to $29 per month in 2034.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-11

INTRODUCED BY:

Mayor Alan Webber

Councilor Romero-Wirth

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Chapter 22, Exhibit A, Subsections 1 and 2, SFCC 1987 (being Ordinance 1997-16) are amended as follows:

1. Introduction.

The intent of this schedule is to consolidate in one document all information regarding sanitary sewer rates, fees and penalties. In addition, when applicable, formulas and procedures used to arrive at the different dollar figures have been shown in detail.

[~~Currently, the sewer rates, fees and penalties are scattered throughout Chapter 22 of the Code. This has in many instances caused confusion to those unfamiliar with the legal language and format of the Code~~.]

2. Noncompliance with Notice to Connect to Sewer ([~~Subs~~] Section 22-3.5, SFCC 1987).

2.1. The amount expended by the city shall bear the interest rate of six percent per year from the completion of the work until paid.

underscored material = new [~~bracketed material~~] = delete

[~~This document~~] Exhibit A has been organized to present the different rates, fees and penalties, along with formulas and procedures used to arrive at them, in a more user-friendly fashion. The different rates, fees and penalties are presented in the same order as they appear in the Code.

Section 2. Chapter 22, Exhibit A, Subsection 3, SFCC 1987 (being Ordinance 1999-16) is amended to read as follows:

3. Septage (Septic Tank Waste) Discharge Fee.

Septage regulations adopted by the [~~council~~] governing body, and made effective [~~September 14, 1992~~] July 1, 2025, provide for the discharge of septage at the city-designated facility to be subject to [~~a~~] user fees [~~described and amended below~~] in the following table. Charges are in 2000-gallon increments, such that a load of 10 gallons and 2000 gallons have the same fee, as do loads of 2010 gallons and 4,000 gallons.

[~~3.1. Loads up to two thousand gallons, shall be charged forty-one dollars and five cents ($41.05) per load.~~

~~3.2. Loads larger than two thousand gallons shall pay an additional forty-one dollars and five cents ($41.05) for every incremental load of two thousand gallons or a fraction thereof in excess of the first two thousand gallons.~~

~~3.3. After-hours emergency discharges shall be subject to a fee of one hundred ten dollars and eighty-two cents ($110.82) per load up to two thousand gallons.~~

~~3.4. After-hours emergency discharges of loads larger than two thousand gallons shall be assessed one hundred ten dollars and eighty-two cents ($110.82) plus forty-one dollars and five cents ($41.05) for every incremental load of two thousand gallons or a fraction thereof in excess of two thousand gallons.~~]

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	Business Hours	**After-hours Emergency**
Effective Date	Charge per 2000 gallons or fraction thereof	Charge per each 2000 gallons or fraction thereof
September 14, 1992	$41.05	$110.82
July 1, 2025	$42.69	$115.25
July 1, 2026	$44.40	$119.86
July 1, 2027	$46.18	$124.66
July 1, 2028	$48.02	$129.64
July 1, 2029	$49.94	$134.83
July 1, 2030	$51.94	$140.22
July 1, 2031	$54.02	$145.83
July 1, 2032	$56.18	$151.66
July 1, 2033	$58.43	$157.73
July 1, 2034	$60.76	$164.04

3.[~~5~~]1. In accordance with the Gross Receipts and Compensating Tax Act, Section 7-9-4.1 NMSA 1978, [~~and effective July 1, 1996,~~] a surcharge of up to the Santa Fe county gross receipts taxation, [~~5.26~~] 6.875 percent in 2025 and adjusted accordingly, shall be imposed on each billing rendered in accordance with this section.

Section 3. Chapter 22, Exhibit A, Subsections 4 and 5 (being Ordinance 2003-19 § 14 and Ordinance 1997-16, respectively), SFCC 1987 are included for reference without changes:

4. Penalty for Violation of this Chapter.

4.1. Any person convicted of violating the provisions of this chapter shall be sentenced as provided by subsection 1-3.1 SFCC 1987. Fines shall not be less than two hundred fifty dollars ($250.00) per violation. Each violation shall be a separate distinct offense.

5. Private Sewer Construction Permit Fee.

5.1. Fees for private sewer construction permits shall be assessed in the same manner as those fees established for sanitary sewer service connections.

Section 4. Chapter 22, Exhibit A, Subsection 6, SFCC 1987 (being Ordinance

2003-19, § 15) is amended to read as follows:

6. Construction Inspection Fee.

6.1. For each inspection made by the planning and land use department staff, the city shall assess a fee of [~~forty~~] sixty dollars ([~~$40.00~~] $60.00) per service connection. For a[~~A~~]ll subsequent reinspections due to unacceptable construction or noncompliance with the City Code or city regulations and standards, the city shall assess an additional inspection fee as described above.

Section 5. Chapter 22, Exhibit A, Subsection 7, SFCC 1987 (being Ordinance 2018-4, § 11) is amended to read as follows:

7. Wastewater Utility Expansion Charge (UEC).

7.1. Except as set forth in Section 7.3, the wastewater utility expansion charge (UEC) applies to customers within the corporate limits of the city of Santa Fe, New Mexico and to customers in those areas outside the corporate limits to which wastewater service has been authorized by action of the governing body of the city of Santa Fe as follows:

7.1.1. New customers connecting to the city's wastewater system; and

7.1.2. Existing customers if there is an increase in the number of dwelling units or an increase in the size of the nonresidential water meter; however, the charge shall reflect only the increase in the number of dwelling units or the increase in the size of the meter.

7.2. Waiver of UEC fees shall comply with the following provisions:

7.2.1 The UEC shall be waived for the following:

A. Santa Fe Homes Program for-sale or for-rent units as defined in Section 26-1 SFCC 1987;

B. Housing opportunity program home or housing opportunity program rental unit subject to a valid housing opportunity program agreement;

C. A low-priced dwelling unit as defined in Section 26-2 SFCC 1987;

D. A qualifying project within the Midtown LINC Overlay District as defined in Subsection 14-5.5(D)(4)(b) SFCC 1987.

7.2.2 The UEC may be waived at the discretion of the governing body for the following:

A. A qualifying economic development project as defined in Subsection 11-11.4 SFCC 1987.

7.2.3. Application for waivers of the UEC shall be made at the time of application for a building permit. Applications shall be reviewed by the office of affordable housing.

7.3 The UEC shall be as follows:

7.3.1. Single-Family Detached Dwelling Unit or Accessory Dwelling Unit

As defined in Chapter 14 SFCC 1987.

~~(Heated Living Area)~~	~~Charge per unit~~
~~0 - 1,500 Sq. Ft.~~	~~$499~~
~~1,501 - 2,000 Sq. Ft.~~	~~$735~~
~~2,001 - 2,500 Sq. Ft.~~	~~$911~~
~~2,501 - 3,000 Sq. Ft.~~	~~$1,052~~
~~3,001 - 3,500 Sq. Ft.~~	~~$1,169~~
~~3,501 - 4,000 Sq. Ft.~~	~~$1,269~~
~~4,001 - 4,500 Sq. Ft.~~	~~$1,357~~
~~4,501 or more Sq. Ft.~~	~~$1,435~~

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Single Family Detached Dwelling Unit or Accessory Dwelling Unit UEC Fee per year, per square feet								
	Heated Living Area in Square Feet (ft^2)							
Effective Date	0-1500 ft^2	1501 to 2000 ft^2	2001 to 2500 ft^2	2501 to 3000 ft^2	3001 to 3500 ft^2	3501 to 4000 ft^2	4001 to 4500 ft^2	4501 ft^2 and up
Sept. 14,1992	$499	$735	$911	$1,052	$1,169	$1,269	$1,357	$1,435
July 1, 2025	$519	$764	$947	$1,094	$1,216	$1,320	$1,411	$1,492
July 1, 2026	$540	$795	$985	$1,138	$1,264	$1,373	$1,468	$1,552
July 1, 2027	$561	$827	$1,025	$1,183	$1,315	$1,427	$1,526	$1,614
July 1, 2028	$584	$860	$1,066	$1,231	$1,368	$1,485	$1,587	$1,679
July 1, 2029	$607	$894	$1,108	$1,280	$1,422	$1,544	$1,651	$1,746
July 1, 2030	$631	$930	$1,153	$1,331	$1,479	$1,606	$1,717	$1,816
July 1, 2031	$657	$967	$1,199	$1,384	$1,538	$1,670	$1,786	$1,888
July 1, 2032	$683	$1,006	$1,247	$1,440	$1,600	$1,737	$1,857	$1,964
July 1, 2033	$710	$1,046	$1,297	$1,497	$1,664	$1,806	$1,931	$2,042
July 1, 2034	$739	$1,088	$1,349	$1,557	$1,730	$1,878	$2,009	$2,124

[Remainder of page left intentionally blank]

7.3.2. Multi-Family Dwelling Unit [~~- $561 per unit~~].

Includes apartment, condominium, single-family, attached and residential studio units.

Multi-Family UEC Fee Schedule, per unit,	
Effective Date	**Multi-Family UEC Fee**
September 14, 1992	$561 per unit
July 1, 2025	$583 per unit
July 1, 2026	$607 per unit
July 1, 2027	$631 per unit
July 1, 2028	$656 per unit
July 1, 2029	$683 per unit
July 1, 2030	$710 per unit
July 1, 2031	$738 per unit
July 1, 2032	$768 per unit
July 1, 2033	$798 per unit
July 1, 2034	$830 per unit

7.3.3. Mobile Home [~~Park Pad~~] Stand [~~- $902 per unit~~].

Mobile Home Park Stand UEC Fee Schedule, Per Unit	
Effective Date	**Mobile Home Park Pad UEC Fee**
September 14, 1992	$902 per unit
July 1, 2025	$938 per unit
July 1, 2026	$976 per unit
July 1, 2027	$1015 per unit
July 1, 2028	$1055 per unit
July 1, 2029	$1097 per unit
July 1, 2030	$1141 per unit
July 1, 2031	$1187 per unit
July 1, 2032	$1234 per unit
July 1, 2033	$1284 per unit
July 1, 2034	$1335 per unit

[Remainder of page left intentionally blank]

7.3.4. Nonresidential (meter size) - Charge per meter.

~~⅝" × ¾"~~	~~$876~~
~~1"~~	~~$2,190~~
~~1½"~~	~~$4,380~~
~~2"~~	~~$7,008~~
~~3"~~	~~$14,016~~
~~4"~~	~~$21,900~~
~~6"~~	~~$43,800~~
~~8"~~	~~$70,080~~
~~10"~~	~~$127,020~~

	Nonresidential Fee Schedule, per Meter, Based on Meter Size								
Effective Date/ Meter Size	⅝" × ¾"	1"	1½"	2"	3"	4"	6"	8"	10"
Sept. 14,1992	$876	$2,190	$4,380	$7,008	$14,016	$21,900	$43,800	$70,080	$127,020
July 1, 2025	$911	$2,278	$4,555	$7,288	$14,577	$22,776	$45,552	$72,883	$132,101
July 1, 2026	$947	$2,369	$4,737	$7,580	$15,160	$23,687	$47,374	$75,799	$137,385
July 1, 2027	$985	$2,463	$4,927	$7,883	$15,766	$24,635	$49,269	$78,830	$142,880
July 1, 2028	$1,025	$2,562	$5,124	$8,198	$16,397	$25,620	$51,240	$81,984	$148,595
July 1, 2029	$1,066	$2,664	$5,329	$8,526	$17,053	$26,645	$53,289	$85,263	$154,539
July 1, 2030	$1,108	$2,771	$5,542	$8,867	$17,735	$27,710	$55,421	$88,674	$160,721
July 1, 2031	$1,153	$2,882	$5,764	$9,222	$18,444	$28,819	$57,638	$92,220	$167,150
July 1, 2032	$1,199	$2,997	$5,994	$9,591	$19,182	$29,972	$59,943	$95,909	$173,836
July 1, 2033	$1,247	$3,117	$6,234	$9,975	$19,949	$31,171	$62,341	$99,746	$180,789
July 1, 2034	$1,297	$3,242	$6,483	$10,374	$20,747	$32,417	$64,835	$103,736	$188,021

7.3.5. Any separate water meter installed for irrigation purposes only shall not be included in the calculation of the charge.

7.3.6. In the event that the development does not have a water meter, or the wastewater division director or developer believes the size of the water meter does not accurately reflect wastewater generation, the developer

may submit or the director may require the submission of a study, prepared by a professional engineer, to determine the charge listed in the above table for the water meter that most closely matches the cost of capital facilities to treat the biochemical oxygen demand that will be generated by the proposed development.

7.4. The UEC shall be due prior to issuance of a building permit if the property is located in the city limits and prior to obtaining a permit to connect to the sewer if the property is located outside the city limits

7.5. Payments of wastewater utility expansion charges shall be deposited in an account separate from other funds of the city.

Section 6. Chapter 22, Exhibit A, Subsection 8 of SFCC 1987 (being Ordinance 2019-29) is amended to read as follows:

8. Sewer Service Charges.

A. Connected to City Sewer

[~~1. Single Family Residential~~] Sewer Service Fees and Usage Fees [~~.Single family residential sewer service fees and usage fees shall apply if a sewer customer is served by city water and meets the single family service classification for water as set forth in Chapter 25 SFCC 1987~~] are determined by location and connection to city or county utility water. If not served by city or county utility water, [~~single family residential~~] sewer service fees and usage fees shall apply based on the unit* served by [~~where~~] the sewer connection [~~serves only one unit* for normal domestic sewage~~].

[~~a. *In city limits:*~~

[Remainder of page left intentionally blank]

~~**Effective Date**~~		~~**Monthly Service Fee**~~	~~**Monthly Usage Fee**~~
~~January 1, 2010~~	~~Connected to city water~~	~~$5.85/unit*~~	~~$3.58 per 1,000 gallons of water**~~
~~July 1, 2012~~	~~Not connected to city water~~	~~$5.85/unit*~~	~~$12.88/unit*~~

~~b. *Inside presumptive city limits:*~~

~~**Effective Date**~~		~~**Monthly Service Fee**~~	~~**Monthly Usage Fee**~~
~~January 1, 2010~~	~~Connected to city water~~	~~$5.85/unit*~~	~~$3.84 per 1,000 gallons of water**~~
~~July 1, 2012~~	~~Not connected to city water~~	~~$5.85/unit*~~	~~$13.82/unit* ~~]

[~~c~~] a. In city limits and presumptive city limits and connected to city water:

~~[**Effective Date**~~		~~**Monthly Service Fee**~~	~~**Monthly Usage Fee**~~
~~January 1, 2019~~	~~Connected to County Water~~	~~$7.53/unit*~~	~~$4.64 per 1,000 gallons of water**~~
~~January 1, 2019~~	~~Not Connected to County Water~~	~~$7.53/unit*~~	~~$16.70/unit* ~~]

[Remainder of page left intentionally blank]

Effective Date	**Monthly Service Fee**	**Monthly Usage Fee**
January 1, 2019	$7.53/unit*	$4.64 per 1,000 gallons water**
July 1, 2025	$7.83/unit*	$4.83 per 1,000 gallons water**
July 1, 2026	$8.14/unit*	$5.02 per 1,000 gallons water**
July 1, 2027	$8.47/unit*	$5.22 per 1,000 gallons water**
July 1, 2028	$8.81/unit*	$5.43 per 1,000 gallons water**
July 1, 2029	$9.16/unit*	$5.65 per 1,000 gallons water**
July 1, 2030	$9.53/unit*	$5.88 per 1,000 gallons water**
July 1, 2031	$9.91/unit*	$6.12 per 1,000 gallons water**
July 1, 2032	$10.31/unit*	$6.36 per 1,000 gallons water**
July 1, 2033	$10.72/unit*	$6.61 per 1,000 gallons water**
July 1, 2034	$11.15/unit*	$6.87 per 1,000 gallons water**

[~~d. *Outside presumptive city limits:*~~

~~*Customer Wholesale Rate for Santa Fe County*~~			
~~**Effective Date**~~		~~**Monthly Service Fee**~~	~~**Monthly Usage Fee**~~
~~January 1, 2019~~	~~Connected to county water~~	~~$5.42/unit*~~	~~$4.77 per 1,000 gallons of water***~~
~~January 1, 2019~~	~~Not connected to county water~~	~~$5.42/unit*~~	~~$17.17/unit*~~]

b. In city limits and presumptive city limits and not connected to city water:

Effective Date	**Monthly Service Fee**	**Monthly Usage Fee**
January 1, 2019	$7.53/unit*	$16.70/unit*
July 1, 2025	$7.83/unit*	$17.37/unit*
July 1, 2026	$8.14/unit*	$18.06/unit*
July 1, 2027	$8.47/unit*	$18.78/unit*
July 1, 2028	$8.81/unit*	$19.53/unit*
July 1, 2029	$9.16/unit*	$20.31/unit*
July 1, 2030	$9.53/unit*	$21.12/unit*
July 1, 2031	$9.91/unit*	$21.96/unit*
July 1, 2032	$10.31/unit*	$22.84/unit*
July 1, 2033	$10.72/unit*	$23.75/unit*
July 1, 2034	$11.15/unit*	$24.70/unit*

[~~2. Multi-Family Residential Sewer Service: The following sewer service fees and usage fees shall apply if a sewer customer is served by city water and meets the multi-family residential service classification for water as set forth in Chapter 25 SFCC 1987. If not served by city water, multi-family residential sewer service fees and usage fees shall apply where the sewer connection serves more than one unit* for normal domestic sewage.~~

~~a. *In city limits and presumptive city limits:*~~

~~**Effective Date**~~		~~**Monthly Service Fee**~~	~~**Monthly Usage Fee**~~
~~January 1, 2019~~		~~$7.53/unit*~~	~~$4.64 per 1,000 gallons of water**~~
~~January 1, 2019~~		~~$7.53/unit*~~	~~$16.70/unit*~~

~~b. *Outside presumptive city limits:*~~

Customer Wholesale Rate for Santa Fe County			
Effective Date		**Monthly Service Fee**	**Monthly Usage Fee**
January 1, 2019	Connected to county water	$5.42/unit*	$4.77 per 1,000 gallons of water**
January 1, 2019	Not connected to city water	$5.42/unit*	$17.17/unit*

3. Commercial Sewer Service: The following sewer service fees and usage fees shall apply where the water meter(s) serves a use not classified as single family residential or multi-family residential sewer service set forth above or where service is provided for a combination of residential and commercial services.

a. *In city limits:*

Effective Date			**Monthly Service Fee**	**Monthly Usage Fee**
January 1, 2010		Connected to city water	$5.85/unit*	$3.58 per 1,000 gallons of water***
July 1, 2012		Not connected to city water	$5.85/unit*	$12.88/unit*

b. *Inside presumptive city limits:*

Effective Date		**Monthly Service Fee**	**Monthly Usage Fee**
January 1, 2010	Connected to city water	$5.85/unit*	$3.84 per 1,000 gallons of water***
July 1, 2012	Not connected to city water	$5.85/unit*	$13.82/unit*

c. *In city limits and presumptive city limits:*

[Remainder of page left intentionally blank]

~~Effective Date~~		~~Monthly Service Fee~~	~~Monthly Usage Fee~~
~~January 1, 2019~~	~~Connected to city water~~	~~$7.53/unit*~~	~~$4.64 per 1,000 gallons of water***~~
~~January 1, 2019~~	~~Not connected to city water~~	~~$7.53/unit*~~	~~$16.70/unit*~~

~~d. *Outside presumptive city limits:*~~

~~*Customer Wholesale Rate for Santa Fe County*~~			
~~Effective Date~~		**~~Monthly Service Fee~~**	**~~Monthly Usage Fee~~**
January 1, 2019	~~Connected to county water~~	~~$5.42/unit*~~	~~$4.77 per 1,000 gallons of water***~~
January 1, 2019	~~Not connected to county water~~	~~$5.42/unit*~~	~~$17.17/unit*~~

4. ~~Exceptions to Commercial Sewer Service. Mobile home parks; commercial greenhouses; churches; properties owned by the U.S. government, the state of New Mexico, the city of Santa Fe, the county of Santa Fe and the Santa Fe board of education; and state accredited private elementary and secondary schools and colleges shall not be considered commercial sewer services and shall be considered residential sewer service.~~]

[~~5.~~] In the event that a proposed or existing commercial development does not have a water meter, or the wastewater division director, developer, or customer believes the water meter does not accurately reflect wastewater discharge, the developer or customer may submit, or the director may require the submission of, a study, prepared by a professional engineer, to determine whether installation of a wastewater discharge flow meter would more accurately measure wastewater by the development. Either the developer or customer shall pay for the

installation of the wastewater discharge flow meter. Once the developer or customer dedicates the meter to the city, the city shall maintain the wastewater discharge flow meter.

B. Not Connected to City Sewer.

1. Accessible to city sewer system. (As defined in subsection 22-2.1 SFCC 1987.)

Effective Date	**Cost per unit*/lot**
January 1, 2019	$7.53 per unit* or if no unit* $5.85 per lot
July 1, 2025	$7.83 per unit* or if no unit* $6.08 per lot
July 1, 2026	$8.14 per unit* or if no unit* $6.32 per lot
July 1, 2027	$8.47 per unit* or if no unit* $6.57 per lot
July 1, 2028	$8.81 per unit* or if no unit* $6.83 per lot
July 1, 2029	$9.16 per unit* or if no unit* $7.10 per lot
July 1, 2030	$9.53 per unit* or if no unit* $7.38 per lot
July 1, 2031	$9.91 per unit* or if no unit* $7.68 per lot
July 1, 2032	$10.31 per unit* or if no unit* $7.99 per lot
July 1, 2033	$10.72 per unit* or if no unit* $8.31 per lot
July 1, 2034	$11.15 per unit* or if no unit* $8.64 per lot

2. Not accessible to city sewer system: No charge.

C. Taxes.

Billings under this schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the city and levied or assessed by any governmental authority on the public utility service rendered, or on the right or

privilege of rendering the service, or on any object or event incidental to the rendition of the service.

Notes:

* For each of the customer types described below, [~~U~~]"u"nit" means the following:

- *For residential customers*, i.e. customers that meet either the single-family or multi-family service classifications for water, as set forth in Chapter 25 SFCC 1987: one room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease and physically separated from any other rooms or residential units that may be in the same structure and containing independent plumbing facilities. A residential unit may include, but is not limited to, a single-family house, an apartment unit, condominium unit, mobile home, or a guest house.

- *For commercial customers*, i.e. customers that do not meet either the single-family or multi-family service classifications for water as set forth in Chapter 25 SFCC 1987: an area constituting a separate, independent enterprise establishment for owner occupancy, or rental or lease and physically separated from any other commercial units that may be in the same structure and containing independent plumbing facilities.

- *For both residential and commercial purposes,* the term unit does not include a motel or hotel unit or similar transient lodging or rest homes, nursing homes or similar institutional facilities.

** Shown on the water meter readings averaged for the months of December, January, and February of the preceding year. If any of those three (3) months were a zero reading, the water consumption for that month will not be used in the average. For example, if one month has a zero read then the two months consumption will be added and then divided by two. In the case where

three zero reads were recorded for December, January, and February, then the previous year water usage will be used. In the event that the previous year also had three zero reads, then the wastewater management division director will estimate the average based on water usage history for that particular customer's residence or business. If any of those three months were a reading less than 1,000 gallons, the water consumption for that month shall be assumed to be 1,000. For example:

December		5,000g water consumption
January	0g water consumption, so	0 gallons assumed
February	900g water consumption, so	1,000 gallons assumed
Total (for the 3 months)		6,000 gallons water consumption
Average (Divide by two since one zero read)		3,000 gallons

*** Shown on the water meter reading for that utility billing cycle.

Section 7. Chapter 22, Exhibit A, Subsection 12 of SFCC 1987 (being Ordinance 2014-34, § 3) is amended to read as follows:

12. Extra-Strength Surcharge. See the definition of COD in subsection 22-2.1 and Section 22-10 for information related to the extra-strength surcharge.

12.1. The Surcharge fee shall be equal to:

0.9 x (C-D) x F x cf x L, for users whose discharge has been tested, and

0.9 x (M-D) x F x cf x L, for users whose discharge has not been tested.

Where:

C = COD concentration in the user's discharge stream in milligrams per liter (mg/l).

D = Average domestic sewage COD concentration, established at 550 milligrams per liter (mg/l).

F = Average water use in million gallons per month as shown in the water division records.

cf = 8.34. A factor to convert the units of milligrams to pounds per million gallons.

L = The mass based cost of providing air to remove the COD in wastewater. The cost has been established at the following costs:

Effective Date	**Cost per pound**
January 1, 2010	$0.51
January 1, 2015	$0.54
January 1, 2016	$0.56
January 1, 2017	$0.59
January 1, 2018	$0.62
January 1, 2019	$0.65
July 1, 2025	$0.68
July 1, 2026	$0.71
July 1, 2027	$0.74
July 1, 2028	$0.77
July 1, 2029	$0.80
July 1, 2030	$0.83
July 1, 2031	$0.86
July 1, 2032	$0.89
July 1, 2033	$0.93
July 1, 2034	$0.97

M = Mean COD concentration in the user's sewage disposal as tested.

0.9 = Represents ninety percent of the water used through a water meter as being discharged into the sanitary sewer.

Or:

Monthly water usage x 0.00337*L = Amount of monthly surcharge fee.

12.2 The resampling fee shall be equal to: $[~~75.00~~]100 and shall not be sampled more than once per calendar year.

Section 8. Chapter 22, Exhibit A, Subsection 13 of SFCC 1987 (being Ordinance 2007-18, § 4) is amended as follows:

13. Treated Effluent Rates.

The rate for treated effluent shall be two dollars and five cents ($2.05) per one thousand (1,000) gallons of treated effluent or fifty percent (50%) of the [~~for~~] potable water as set forth in Chapter 25 [~~XXV~~] SFCC 1987, whichever is more, plus administrative costs and applicable [~~state~~] taxes. However, contract users of treated effluent who enter a recreational access agreement with the city that allows for recreational access to their facilities for conduct of city parks or recreation division authorized programs may be granted a discount of no more than seventy-five dollars ($75.00) per parks or recreation division maximum planned or actual authorized use for programs that will be conducted at their facility at regular times and a credit of no more than seventy-five dollars ($75.00) per parks or recreation maximum planned or actual authorized use for programs that will be conducted at regular intervals. The terms of such discounts or credits will be determined on a case-by-case basis, and included in any such recreational access agreement. Any discount or credit may only apply against total charges incurred during the same annual effluent delivery period as the authorized program and shall never result in the contractor being credited more than fifty percent (50%) of the total amount charged for treated effluent delivered during such period.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Apr 24, 2025 22:14 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bill No. 2025-11/Wastewater Utility Rate Updates

FIR No. 10675

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Wastewater Utility Rate Update

Sponsor(s): Mayor Alan Webber and Councilor Carol Romero-Wirth

Reviewing Department(s): Public Utilities

Staff Completing FIR: Jesse Roach, Interim Public Utilities Director **Date:** April 21, 2025

Phone: (505) 955- 4309

Reviewed by City Attorney: Erin McSherry Erin McSherry (Apr 24, 2025 22:14 MDT) **Date:** 04/24/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 04/25/2025

Summary:
If this bill is adopted, the rates for wastewater utilities would increase 4% each year for ten years, beginning July 1, 2025.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the wastewater rates will remain unchanged, and the ability of the wastewater utility to meet water quality standards in the long term will be severely compromised. The credit rating of the wastewater utility could drop, and the City will be unable to secure NMED loans.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
Implementing the rate increases will require updates to utility billing software.

Fiscal Implications:
This rate increase is designed to generate revenue to support capital improvements at Paseo Real Water Reclamation Facility ("PRWRF").

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
This bill would not automatically result in expenditures; however, the additional revenue from this rate increase will support a minimum of $182 million in capital investment in the PRWRF over the next 5 years. The exact capital improvement solution has not been selected yet. Thus, the schedule of expenditure remains unknown. The first three years of a 5-year financial model for a rehabilitation project could include expenses of up to $62 million in FY26, $60 million in FY27, and another $1 million in FY28.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$0.55M	$1.12M	$1.72M	R	500
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
Revenues for FY 2026-2028 from financial model projections with 4% rate increase.

Signature:

Email: jdroach@santafenm.gov

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1 TIME(S)	$72.76
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AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Alejandra Molina, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 93938 a copy of which is hereto attached was published in said newspaper 1 day(s) between 05/28/2025 and 05/28/2025 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 28th day of May, 2025 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 28th day of May, 2025

Notary Susan Larine Cahoon

Commission Expires: 11/5/2028

State of New Mexico
Notary Public
Susan Larine Cahoon
Commission Number 1132046
Expiration Date 11/5/2028

LEGAL #93938

CITY OF SANTA FE
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 PM on Wednesday, June 11, 2025.

The purpose of the public hearing will be to consider the following:
BILL 2025-11. A Bill Updating the Rates and Fees for Wastewater Utility Services.

This bill is available in its entirety on the City's web site http://www.santafenm.gov (click on Departments/City Attorney/Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 AM to 5:00 PM, Monday through Friday.

Interested parties may view the meeting on the City's YouTube Channel: https://www.youtube.com/user/cityofsantafe. An agenda with complete information about meeting attendance and instructions to provide live public comment will be posted on the City's website no later than seventy-two (72) hours before the meeting: https://santafenm.portal.civicclerk.com/.

The Governing Body shall review and consider all public input prior to taking action.

/s/ Andréa Salazar,
City Clerk/Director of Community Engagement

PUB: May 28, 2025

CITY OF SANTA FE
CITY ATTORNEY

MEMORANDUM

To: **Members of the Governing Body**

From: **Frank Ruybalid, Assistant City Attorney** FR

Via: **Erin K. McSherry, City Attorney** EM

Re: **Appeal # 2025-9812-APPL of Case # 2024-9478-HDRB.** Property owner Miriam Leth-Espensen and agent Stefanie Beninato appeal the Historic Districts Review Board's December 10, 2024, decision denying a request for an exception to exceed the 4'6" maximum allowable height by 1'2", for a fence in front of a contributing house in the Downtown and Eastside Historic and Business Capital Districts.

Date: **April 25, 2025, for the April 30, 2025, Governing Body meeting**

Property owner, Mirian Leth-Espensen, represented by agent Stefanie Beninato ("Appellant") has filed an Appeal challenging a decision by the Historic Districts Review Board ("HDRB" or "Board") denying her application to approve a 5-foot-8-inch-high fence at 614 Paseo de Peralta (the "Property"). A contractor for the Appellant Ms. Leth-Espensen built the fence without applying for a building permit or HDRB approval, and the City issued Notices of Violation to the property owner. The property is in the Downtown and Eastside Historic District and in the Business Capital District, East Marcy / East Palace Subdistrict. After a public hearing on December 10, 2024, the HDRB denied the Appellants' application for retroactive approval of the non-compliant fence and the exception the Appellants sought to the Historic Districts Code. The Appellants appeal the HDRB's denial.

Both the Business Capital District standards and the Historic Districts Code restrict the height of fences. **[Santa Fe City Code ("SFCC" or "Code") Sections 14-7.4(A) and 14-5.2(D)(9)(c)(ii) (C)]** The Business Capital District's height limitations are more restrictive than the Historic District's, and the Code requires that the more restrictive limitation prevails over the less restrictive. **[SFCC Section 14-1.7(B)]** The Historic Districts Code permits exceptions to the Historic Districts standards **[SFCC Section 14-5.2(C)(5)(c)]**, and the Appellant (the "Applicant" in the HDRB hearing) asked the Board to grant an exception. The six exception

criteria require the HDRB to consider elements such as the character of the streetscape, special conditions peculiar to the land, and the preservation of the City's historic areas. **[SFCC Section 14-5.2(C)(5)(c)]** The HDRB also considered that the structure on this property has a historically "contributing" designation, and the Code prohibits the HDRB from approving an alteration that jeopardizes that designation. **[SFCC Section 14-5.2(D)(1)(a)]**

Appellant claims the location of the property in a high-traffic area poses a hazard to her, the high fence is a necessary safeguard against trespass and vandalism, and the HDRB decision was arbitrary, capricious, and not based on the facts or the law. **[Ex. A, Verified Appeal Petition ("Petition"), at 4]** She also argues that other property owners in the Historic Districts and on this streetscape have installed 6-foot fences, approved by the HDRB, and the denial of the exception for her fence is, therefore, unfair. **[Ex. A, Petition, at 3, 9]** In this "de novo" appeal, the Governing Body may uphold or reverse the HDRB's decision to deny the application and the exception. **[SFCC Section 14-2.2(F)]** A "de novo" appeal is one in which the Governing Body conducts an independent application of the law to the evidence to decide whether the facts and the law support the structures' historic statuses.

I. BACKGROUND

A. <u>The Property, its History, and its Relation to the Street</u>

The Property is on the south side of Paseo de Peralta, across the street and to the west of the entrance to Historic Fort Marcy Park. It has a mixed use as a residence and Miriam's Well School of Weaving, which offers small weaving and textile-design classes. **[Ex. A, Petition, at 7; Ex. C, Excerpt from Minutes, at 38]** The Property is listed as historically contributing in the Downtown and Eastside Historic District, and is on the northern edge of the Business Capital District, East Marcy/East Palace Subdivision. **[Ex. C, Minutes, at 32-33]** Seven of the nine houses on Paseo de Peralta between East Marcy and Otero streets have either a contributing or significant status, and the Property is one of the seven. **[Ex. J, Building Historic Status Map, at 117]** The Anglo-American arrival influenced the development of this streetscape, and the houses in this area reflect the Anglo-American style of architecture, including low front-yard fences. **[Ex. C, Minutes, at 33]** The structure has a moderately pitched, gabled roof, deep-set windows, and a large bay of windows on the north where a porch has been enclosed. **[Ex. C, Minutes, at 32]** A photograph from the 1985 Historic Building Inventory illustrates that this house, like others in the streetscape, had low, fenestrated fencing at the property line. **[Ex. D, Staff Memo, at 53]** Although it is difficult to discern the exact fence material in the 1985 photograph, it is clear that historically the house had a direct relationship with the street, as do other historic buildings in the streetscape. **[Ex. C, Minutes, at 33]**

The south side of Paseo de Peralta has several distinguishing characteristics from the north side of the street. On the curve between East Marcy and Otero Streets, only the south side of Paseo de Peralta is within the Business Capital District ("BCD"); the north side of the street is outside the BCD. **[Ex. H, BCD Map Detail, at 115]** The south side of the street is lined with lower fences and yard walls with stepped heights, picket and wire fences, and walls combined with wrought-iron fencing creating an open fenestration of the wall. The north walls of two

structures (one residential and one commercial) abut the sidewalk. **[Ex. C, Minutes, at 34; Ex. D, Staff Memo, at 45, 49, 58]** There is a considerable grade difference between the south side of the street, which has a gradual slope, and the north side, where the steep, switchback trail to the Cross of the Martyrs commences. **[Ex. D, Staff Memo, at 45, 88]** Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. **[Ex. D, Staff Memo, at 45]**

B. Business Capital and Historic District Standards

Two standards limit the height of walls and fences in the neighborhoods in the northeast downtown area of Santa Fe. Height standards are found in both the Business Capital Districts Code, SFCC Section 14-7.4, Table A-1, and the Historic Districts Code, SFCC Section 14-5.2(D)(9)(c)(ii)(C). Height and other limitations in the BCD Code are more restrictive than those in the Historic Districts Code and, under this section of the SFCC, the more restrictive code section supersedes the less restrictive:

> 14-1.7 – CONFLICTING PROVISIONS: . . . (B) In the case of a conflict within Chapter 14, or between Chapter 14 and any other ordinance, resolution or regulation, the more restrictive limitation or requirement shall prevail, unless an exception is specifically stated, and the provision shall govern that requires: . . .
>
> (2) the lower height of structure or lesser number of stories;

SFCC Section 14-5.1 has similar language: "When the requirements of an overlay district are in conflict with those of the underlying district or those of another overlay district, the more restrictive limitation or requirement controls as provided for in Section 14-1.7."

The BCD has several subdivisions, and 614 Paseo de Peralta is in the East Marcy / East Palace Subdistrict ("BCD EAS") **[Ex. H, BCD Map Detail, at 115]** Table A-1 under SFCC Section 14-7.4 reads, with respect to the BCD EAS subdistrict, "[w]alls, fences, and hedges permitted to maximum of 4 feet." **[Ex. I, BCD Table, at 116]** The Historic Districts Code, SFCC Section 14-5.2(D)(9)(c)(ii)(C), reads, "Yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape." In compliance with this formula, the Staff took the measurements of 38 other fences and yard walls along the Paseo de Peralta streetscape and calculated the average, which was 54 inches, or 4 feet, 6 inches. **[Ex. D, Staff Memo, at 56]** Applying the height limitation of the BCD EAS, which is 4 feet, the Appellant's fence, at 5 feet 8 inches, exceeds it by 20 inches, or 1 foot 8 inches. Applying the height limitation of the Historic Districts Code under SFCC 14-5.2(D)(9), which is 4 feet 6 inches, the Appellant's fence exceeds it by 14 inches.

The property at 614 Paseo de Peralta has been designated historically "contributing" under the Historic Districts Code. **[Ex. J, Building Historic Status Map, at 117]** SFCC Section 14-12.1, defines this status level for historic properties:

> CONTRIBUTING STRUCTURE: A structure, located in a historic district, approximately 50 years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

The Code expressly prohibits any alteration to contributing, significant or landmark structures that will cause the structures to lose these specially protected designations. SFCC Section 14-5.2(D)(1)(a) reads:

> The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited.

Proposed additions or alterations that do not comply with Code restrictions for significant or contributing buildings are not entirely prohibited; the HDRB can permit them if the property owner or project applicant requests an "exception" and meets six criteria described in the Code at SFCC Section 14-5.2(C)(5)(c). The applicant has the burden of "conclusively demonstrating" the exception criteria. **[SFCC Section 14-5.2(C)(5)(c)]**

II. PROCEDURAL HISTORY

A. Notices of Violation

From at least 2015 through 2023, 614 Paseo de Peralta had a low white frame and wire mesh fence on its north lot line, which permitted an unobstructed view of the house from Paseo de Peralta. **[Ex. D, Staff Memo, at 45-46]** In August, 2023, a constituent complained that workers were building a new fence without a permit, and on August 18, 2023, a Building Inspection officer issued Ms. Leth-Espensen a Notice of Violation and a stop-work order, commonly called a "red tag." **[Ex. F, Notices of Violation, at 108]** Ms. Leth-Espensen sent an e-mail to the Staff apologizing for failing to obtain a permit, and claiming she went to the permit office where she was told she did not need a permit as long as the new fence did not exceed the height of the old fence. **[Ex. D, Staff Memo, at 103]**

The fence had not been removed by February, 2024, and the Building Inspection officer returned to the address and issued another Notice of Violation January 11, 2024. **[Ex. F, Notices of Violation, at 109]** Finding the fence still in place in April, the Historic Preservation Staff issued another Notice of Violation and filed it in Santa Fe Municipal Court, where the City opened a criminal case against Ms. Leth-Espensen, Case # CE 2024-00005. **[Ex. F, Notices of Violation, at 111]** On motions by Ms. Leth-Espensen's defense counsel, Lisa Torraco, that case has been postponed pending the outcome of the Governing Body Appeal hearing. Ms. Leth-Espensen (the "Applicant") applied for an HDRB review. **[Ex. G, HD Application, at 113-114]**

The Staff set an HDRB hearing on her application for December 10, 2024. The Applicant requested that the HDRB consider granting an exception to the fence height restrictions in the City Code, and she offered several reasons why she believed she fulfilled the six exception criteria. **[Ex. D, Staff Memo, at 88-89]**

B. Staff Recommendations

In its Staff Report to the HDRB, the Staff recommended that the application for the fence be denied. **[Ex. C, Minutes, at 35; Ex. D, Staff Report, at 44]** The Staff cited the height restrictions in the BCD East Marcy Subdistrict and the General Design Standards for the Historic Districts under SFCC Section 14-5.2(D) as bases for denying the application. **[Ex. C, Minutes, at 34-35; Ex. D, Staff Report, at 45-48]** In response to the request for exceptions, the Staff provided the following analysis in support of the recommendation to deny:

- Although high retaining walls and yard walls appear on the north side of Paseo de Peralta, they are required because the slope on the north side of the street is extreme while the slope on the south side of the street is more gradual;

- Low yard walls and fences, consistent with the BCD EAS ordinance, and fenestrated walls and fences, such as picket and wrought-iron fences are more characteristic of the south side of the street;

- The Applicant's need for security is no greater than that of other residents on this street, and their houses have low fences and yard walls, and the Applicant could increase her safety by measures other than a high fence that obstructs the view of the house;

- The hardships the Applicant faces without a high fence on her lot line affect all property owners on that streetscape, and the exception criteria requires the Applicant to demonstrate that the circumstances justifying an exception are unique to her property; and

- It is immaterial that the structure on the Applicant's property is a live-in workplace, as there are both residential and commercial properties on that block. **[Ex. D, Staff Report, at 48-52]**

C. Board Decision to Deny Application

On December 10, 2024, the HDRB held a public hearing about the application and request for an exception. Stefanie Beninato represented the Appellant in that hearing. **[Ex. C, Minutes, at 35]** Five members of the Board participated in the hearing. Because the chair only has a vote in the event of a tie, four members voted. **[City Resolution # 2009-20, Art. 11, § 2(B); Ex. C, Minutes, at 42]** The Staff gave a history of the property, described the project application, and recommended that the HDRB deny the project and enter findings that the exception criteria had not been met. **[Ex. C, Minutes, at 34-35]**

In the Applicant's presentation, Ms. Beninato asked Board Member Jennifer Biedscheid to disqualify herself. **[Ex. C, Minutes, at 35-36]** Ms. Beninato expressed concern that Member Biedscheid had a bias against the Applicant because the Applicant had posted a placard on her fence urging voters not to retain Judge Bryan Biedscheid, Jennifer Biedscheid's husband, in the 2024 general election. Member Biedscheid declined to disqualify herself, assuring the Applicant she had no bias, and that her service to the HDRB is not influenced by her husband's career or by cases that he presides over. **[Ex. C, Minutes, at 35-36]**

Ms. Beninato said that when the property had a low, wire fence, salt from the City's treatment of the icy street in the winter damaged the front of the house, and pedestrians coming and going from nearby parks trespassed on the property. **[Ex. C, Minutes, at 36]** Ms. Beninato gave examples of other properties in the Historic Districts with high fences, including one at the Girls, Inc., property at Paseo de Peralta and Hillside Avenue. **[Ex. C, Minutes, at 37]** Ms. Leth-Espensen also addressed the Board, testifying that strangers and homeless persons would pass through her property when she had a low fence, and the contractor told her that if the fence was not 6 feet or taller she would not need a permit. She felt that the fence was a solution to the increased traffic, tourists, and criminal elements of the city. **[Ex. C, Minutes, at 37]** Two members of the public addressed the Board, both expressing disapproval of the fence. **[Ex. C, Minutes, at 40-41]**

Member John Bienvenu moved, and the Board voted unanimously among the four voting members to deny the application, and to deny the height exception the Applicant sought. **[Ex. C, Minutes, at 42]** On February 11, 2025, the HDRB adopted written Findings of Fact and Conclusions of Law reflecting its decisions regarding the Property. **[Ex. B, Findings & Conclusions, at 25-29]**

D. Requirement for Board of Adjustment Review

Although the exception criteria under SFCC Section 14-5.2(C)(5)(c) allow the HDRB to consider many circumstances affecting a property when it reviews a project proposal, variations from the Business Capital Standards can be approved only by the Board of Adjustment. **[SFCC Sections 14-2.4 (Board of Adjustment); 14-2.5 (BCD Design Review Committee); 14-3.16 (Variances)]** For this reason, if the Governing Body grants the Appellant's appeal, the Appellant will have to submit her project to the Board of Adjustment for permission to exceed the height restrictions of the BCD EAS.

III. APPEAL TO THE GOVERNING BODY

A. Applicable Code Sections

Under SFCC Section 14-3.17(A)(2), an appeal of an HDRB decision may be filed for one or more of the following reasons:

(a) To contest non-compliance of a final action with Chapter 14 or

Sections 3-21-1 through 3-21-14 NMSA 1978 (the New Mexico zoning enabling act);

(b) To contest the application of SFCC Chapter 14; or
(c) To appeal a decision lacking substantial evidence to support it.

Although the Appellant claims a violation of her constitutional right of "equal protection," SFCC Section 14-3.17(A)(2) does not permit the Governing Body to base a decision on such a claim.

B. The Appellants' Claims

In her Verified Appeal Petition ("Petition"), the Appellant claims the HDRB made an arbitrary and capricious ruling which was not based on the law or the facts of the case. **[Ex. A, Petition, at 4]** She claims:

1. She is in danger from trespass, vandalism and burglaries, and the Board's decision impairs her physical safety and the peaceful enjoyment of her property. **[Ex. A, Petition, at 3, 7]**

2. Other parts of her property have coyote fencing, and the disapproval of a coyote fence on the street frontage requires two different types of fencing, creates an aesthetically incongruous and disharmonious property and devalues the property. **[Ex. A, Petition, at 3-5]**

3. Coyote fencing is commonplace on the Paseo de Peralta streetscape and elsewhere on the block, notably in the Castillo Plaza, which provides off-street parking to the Appellant's property and other business on that block. **[Ex. A, Petition, at 4-6]**

4. The Appellant has been treated unfairly because property owners at 803 Agua Fria St. and 301 Hillside Ave. (Girls, Inc.) have been permitted to build high coyote fences, the property owners at 803 Agua Fria St. have not complied with conditions the HDRB imposed, and they have not been issued a Municipal Court citation. **[Ex. A, Petition, at 3-5, 9]**

5. The Appellant has suffered a disadvantage by the City's failure to adopt Findings of Fact and Conclusions of Law within 35 days after the HDRB hearing, and the time for the Appellant to file her Appeal starts running on the 35th day after the hearing. **[Ex. A, Petition, at 3-4]**

6. The Board did not correctly apply the definition of "Streetscape," set forth in SFCC Section 14-12.1, which includes both sides of the street for 300 feet in either direction of the subject property. **[Ex. A, Petition, at 4-5]**

7. Member Biedscheid's refusal to disqualify herself resulted in an unfair hearing to the Appellant. **[Ex. A, Petition, at 10-11]**

IV. ANALYSIS

A. Evidence Supporting the Board's Decision

The HDRB had evidence to support its decision to deny the application and to deny the exception the Appellant requested. The Board spent an hour and 15 minutes on this hearing, there are 14 pages of Minutes for this discussion and Board's decision, and it is clear that the Board gave the Appellant and her attorney (Ms. Beninato) ample opportunity to offer evidence and to answer all the Board's questions. **[Ex. C, Minutes, at 32-43]**

In response to the arguments made by the Appellant in her Verified Appeal Petition, the Governing Body may consider, with respect to each of the Appellant's arguments, the following:

1. **The Appellant's exposure to safety hazards:**

The Board found that there are other, unprotected points of access to the house, notably on the east and west sides, and there was no proof that the coyote fence on the street front provides greater protection than any other fence. **[Ex. B, Findings & Conclusions, at 27; Ex. C, Minutes, at 38]** There is no barrier separating the Appellant's house from the adjacent property to the west, which has only a low yard wall, and the coyote fence on the Appellant's north lot line does nothing to prevent access through the neighboring property. **[Ex. C, Minutes, at 38; Ex. D, Staff Report, at 96-97]** The HDRB also found that hazards to the Appellant can be mitigated by other designs, such a lower, picket fence which could have pointed pickets, or a wrought-iron fence which could have pointed finials. **[Ex. B, Findings & Conclusions, at 27; Ex. C, Minutes, at 39-40]**

The exception criteria require special circumstances not applicable to other lands or structures. **[SFCC Section 14-5.2(C)(5)(c)(iv)]** The HDRB found that the Appellant had not shown a need for safety greater than at any other heavily traveled location, and that all the properties on the south side of Paseo de Peralta abut the sidewalk or have a minimal setback, and are similar to the subject property. **[Ex. B, Findings and Conclusions, at 27]**

2. **Aesthetic impairment from disallowance of coyote fencing:**

Photos presented to the Board depicting the property when it had a lower fence show that persons passing on Paseo de Peralta cannot see the coyote fencing in the back of the property. Trees and foliage on the east and west sides of the Appellant's house obstruct the view of the back yard, and fencing in the interior Castillo Plaza is not visible even from the unfenced adjacent property to the west. **[Ex. D, Staff Report, at 46, 96-97]** The Board found the height and its lack of fenestration, greatly obstructing the view of the house, as the fence's problematic characteristics, not necessarily its composition of latillas. **[Ex. C, Minutes, at 38, 40]**

The property owner's personal sense of aesthetics is not among the criteria the Board must consider, for that would make Code-mandated design standards meaningless to the extent a property owner does not like them. **[SFCC Section 14-5.2(C)(5)(c)]** The Board must consider the property's harmony with the streetscape, the preservation of historic areas and the "qualities relating to the history of Santa Fe." **[SFCC Section 14-5.2(A)(1)]** The history of the BCD EAS does not support high, solid fences. **[Ex. D, Staff Report, at 48-49]**

3. **Coyote fencing found elsewhere on the block:**

In a hearing in July, 2024, the Board approved a six-foot-high coyote fence at Girls, Inc., at 301 Hillside Ave., which is down the street to the east and visible from 614 Paseo de Peralta. **[Case # 2024-8626-HDRB]** However, the section of 301 Hillside Ave. that abuts Paseo de Peralta is on the north side of the street, the north side of Paseo de Peralta is outside the BCD EAS, and the fence height restrictions of the BCD EAS do not apply there. **[Ex. H, BCD Map Detail, at 115]**

The Board approved exception criteria for the fence at the Girls, Inc., property, and structures approved by a variance or exception are excluded from the streetscape by SFCC Section 14-5.2(D)(9)(b)(ii). This section reads: "When determining streetscape, the following structure types shall be excluded: . . . existing structures approved by way of a variance or exception, and yard walls and fences whose height is inconsistent with the predominant height of yard walls and fences on an applicable streetscape." When approving the fence at Girls, Inc., the Board considered that that property already had coyote fencing, and a six-foot-high chain-link fence.

4. **High fences have been approved at 803 Agua Fria St. and 301 Hillside Ave.:**

The standards for the BCD EAS, Sections 14-7.4(A), control the *south* side of Paseo de Peralta only, and 301 Hillside Ave. (Girls, Inc.) is on the north side. **[Ex. H, BCD Map Detail, at 115]** The Business Capital District's height limitations are more restrictive than the Historic District's, and SFCC Section 1.7(B), reads that the more restrictive limitation prevails over the less restrictive.

803 Agua Fria St. is in a different historic district: the Westside-Guadalupe Historic District, controlled by a different section of the Historic Districts Code, SFCC Section 14-5.2(I). It is also on a different streetscape. And, because it is not in the Business Capital District or any subdistrict of the BCD, average height on the streetscape is the sole height regulation that applies under the Code. SFCC Section 14-5.2(I)(1)(f) specifically permits coyote fencing for the Westside-Guadalupe Historic District, but coyote fencing is solely at the Board's discretion for the Downtown and Eastside Historic District, SFCC Section 14-5.2(E).

Even if there were non-conforming properties in the vicinity of other structures or walls/fences that do not comply with the City Code, it is no defense to a prosecution for violating an ordinance that others have been permitted to violate it without prosecution or punishment. *City of Santa Fe v. Gamble-Skogmo, Inc.*, 1964-NMSC-016, ¶ 24, 73 N.M. 410, 389 P.2d 13 (1964); *Kansas City v. Wilhoit*, 237 S.W.2d 919, 924 (Kan.App. 1951).

5. **Delay in adopting Findings of Fact and Conclusions of Law:**

The Board approved the Findings of Fact and Conclusions of Law for 614 Paseo de Peralta in its meeting on February 11, 2025, which was 63 days after the HDRB heard the

Appellant's presentation on the project. **[Ex. B, Findings and Conclusions, at 29]** An Appellant's Appeal Petition must be submitted not later than the 50th day after a Land Use Board hearing, in accordance with SFCC Section 14-3.17(C)(1)(c) and (4)(b), but the Appellant does not have to wait until the HDRB approves the Findings of Fact and Conclusions of Law for the project to get a clear understanding how the Board voted. The Appellant can review any dialogue that took place in the hearing by replaying the hearing on the YouTube site. The link to the YouTube video is printed on the Agenda for the respective HDRB hearing.

There is no disadvantage to the Appellant that the Findings and Conclusions are approved after a Land Use Appeal comes due, as they do not control the discussion at the Appeal Hearing. The Appeal procedure, controlled by City Resolution # 2011-24, reads that the parties to the Appeal Hearing may introduce evidence that was not previously part of the Record. **[City Resolution # 2011-24(VIII)(E), Other Evidence]**

6. **Code definition of "streetscape" includes both sides of the street for 300 feet both directions:**

The Code provision the Appellants cite, SFCC Section 14-5.2(D)(9)(a)(ii)(B), is not the only Code section setting the considerations for streetscapes and fence heights. Also bearing on the height calculation are the six Streetscape Standards, found at SFCC Section 14-5.2(D)(9)(b)(i-vi). These standards exclude the Girls, Inc., property at 301 Hillside Ave. because structures approved by variance or exception are not considered, and yard walls and fences whose height is inconsistent with the predominant height of yard walls and fences on the streetscape are not considered. It is immaterial that "streetscape" includes both sides of the street under SFCC Section 14-5.2(D)(9)(a)(ii) because the BCD EAS standards, SFCC Section 14-7.4(A), are more restrictive than the streetscape definition at SFCC Section 14-5.2(D)(9), and under the Code the more restrictive limitation prevails. **[SFCC Section 14-1.7(B)]**

Also, the definition of "streetscape" at SFCC Section 14-12.1, requires the Board to consider the visual character of a street according to its topography, the pattern of structures and open space, building and wall setbacks, street and architectural design, and heights, widths and proportions of the structures. The length of the streetscape under SFCC Section 14-5.2(D)(9)(a)(ii)(B) is only part of the equation.

7. **Member Biedscheid's refusal to disqualify herself:**

The sole reason the Appellant gave for her request that Board Member Jennifer Biedscheid recuse herself was that the Appellant had posted a placard on her fence urging voters not to retain Judge Bryan Biedscheid, Member Biedscheid's husband, in the 2024 general election. **[Ex. C, Minutes, at 35-36]** A person presiding over a quasi-judicial proceeding, such as a land-use hearing, is held to the same standard as a judge, with respect to matters which affect the hearing officer's family member. Rule 21-211(3) NMRA reads that a judge must disqualify herself when "[t]he judge knows that he or she, individually or as a fiduciary, or the judge's spouse, domestic partner, parent, or child, or any other member of the judge's family residing in the judge's household, has an *economic interest* in the subject matter in controversy

or is a party to the proceeding." (Emphasis added.) And under the City Code, a conflict of interest means a prospect of *pecuniary*, or financial, gain or loss from an official act of a public official or any member of her family. **[SFCC Section 1-7.5]** There was never any claim that Member Biedschied or other relevant person, such as a member of her family or family's business, had a financial interest in this project, or that she would gain financially from its defeat.

Member Biedscheid was one of the four voting members of the HDRB who unanimously denied the exception for the fence project. **[Ex. C, Minutes, at 42]** Even if Member Biedschied recused herself, the vote would have been 3-0 to deny it, a unanimous outcome.

B. Standard of Review

On appeal, the Governing Body should independently apply the Code provisions to the facts of this case. *See* Appendix (relevant Code provisions).

V. CONCLUSION

In considering the Appellant's appeal, the Governing Body must address the following question:

Has the Appellant conclusively demonstrated she fulfills the six criteria for an exception to the Historic District standards?

If the answer is "**no**," then the Governing Body should deny the appeal.

If the answer is "**yes**," then the Governing Body should grant the appeal and state the facts supporting each of the six criteria.

VI. MOTION OPTIONS

There are two options for motions in this case:

Motion 1: I move to deny the appeal, on the grounds that the 5-foot-8-inch, solid fence is non-conforming to Historic District height and design standards for that streetscape and the Appellants have not conclusively demonstrated the six criteria for an exception to these standards.

Motion 2: I move to grant the appeal, on the grounds that, although the 5-foot-8-inch, solid fence is non-conforming to Historic District height and design standards for that streetscape, the Appellants have conclusively demonstrated the six exception criteria. The facts supporting the exception criteria are (state (i) through (vi)):

VII. LIST OF EXHIBITS

A	Verified Appeal Petition and Appellant's Exhibits	Jan. 28, 2025	pp. 1-24

B	HDRB Findings of Fact and Conclusions of Law	Feb. 11, 2025	pp. 25-29
C	Excerpts from Board Meeting Minutes	Dec. 10, 2024	pp. 30-43
D	HP Staff Report	Dec. 10, 2024	pp. 44-106
	1) Senior Planner Memo	Dec. 10, 2024	pp. 44-52
	2) Senior Planner Exhibits		pp. 53-86
	3) Application Packet	Oct. 1, 2024	pp. 87-104
	4) Historic Districts Wall & Fence Guidelines		pp. 105-106
E	Board Action Letter		p. 107
F	Notices of Violation		pp. 108-112
	Code Report and Stop Work Order	Aug. 18, 2023	p. 108
	Notice of Violation	Jan. 11, 2024	pp. 109-110
	Notice of Violation and Land Use Citation	Apr. 11, 2024	pp. 111-112
G	Historic Districts Application	March 1, 2024	pp. 113-114
H	Business Capital District map detail		p. 115
I	Business-Capitol District table (East Marcy Subdistrict)		p. 116
J	Building Historic Status map detail		p. 117

APPENDIX: EXCERPTS FROM SANTA FE CITY CODE

§ 14-1.7 – Conflicting Provisions

. . .

(B) In the case of a conflict within Chapter 14, or between Chapter 14 and any other ordinance, resolution or regulation, the more restrictive limitation or requirement shall prevail, unless an exception is specifically stated, and the provision shall govern that requires:

(1) the greater width or size of yards, courts or other open spaces;
(2) the lower height of structure or lesser number of stories;
(3) the greater percentage of lot or land to be left unoccupied; or
(4) other higher standards.

§ 14-5.2 – Historic Districts

(A) General Provisions

(1) General Purpose

In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city, it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike, be preserved, some of these qualities being:

(a) The continued existence and preservation of historical areas and buildings;
(b) The continued construction of buildings in the historic styles; and

(c) A general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design.

. . .

(C) Regulation of Significant and Contributing Structures in the Historic Districts

(1) Purpose and Intent

It is intended that:

(a) Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken;

(b) Changes to structures that have acquired historic significance in their own right shall be retained and preserved, recognizing that most structures change over time;

(c) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a structure be preserved; and

(d) New additions and related or adjacent new construction be undertaken in such a manner that if removed in the future, the original form and integrity of the historic property and its environment would be unimpaired.

. . .

(5) Exceptions

Staff shall determine if an exception to this section is required. The historic board may grant or deny an exception to the regulations set forth in this section provided that such exception does not exceed the underlying zoning.

. . .

(c) Height, Pitch, Scale, Massing, and Floor Stepbacks

The board is the city administrative board reviewing and granting or denying requests for exceptions from regulations set forth in Subsection 14-5.2(D)(9). . . . The board may grant exceptions and impose conditions thereon to Subsection 14-5.2(D)(9) for height of structures within the historic districts as specified in Subsection 14-5.2(D)(9)(a). In order to approve an exception, the board shall make findings of fact that the applicant conclusively demonstrated that requested exceptions comply with all the criteria listed as follows: (Ord. No. 2023-27 § 1)

(i) Do not damage the character of the streetscape;

(ii) Prevent a hardship to the applicant or an injury to the public welfare;

(iii) Strengthen the unique heterogeneous character of the city by providing a full range of design options to ensure that residents can continue to reside within the historic districts;

(iv) Are due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape;

(v) Are due to special conditions and circumstances which are not a result of the actions of the applicant; and

(vi) Provide the least negative impact with respect to the purpose of this section as set forth in Subsection 14-5.2(A)(1).

(D) General Design Standards for All H Districts

In any review of proposed additions or alterations to structures that have been declared significant or contributing in any historic district or a landmark in any part of the city, the following standards shall be met:

(1) General

(a) The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited.

(b) If a proposed alteration or new construction will cause an adjacent structure to lose its significant, contributing, or landmark status, the application may be denied.

. . .

(9) Height, Pitch, Scale, Massing and Floor Stepbacks

The height, pitch, scale, and massing of any structure in a historic district, as defined in this section, shall be limited as provided for in this section, unless further restricted within this chapter.

(a) Applicability

The following sections identify specific areas and specific projects subject to this section. Planning and land use department staff shall determine whether or not properties are included within this section. (Ord. No. 2007-45 § 30; Ord. # 2020-22, § 16)

(i) Specific Areas

A. The authority to limit the height of any structure, as provided in this section, shall apply within the downtown and eastside, Don Gaspar, historic transition, and Westside-Guadalupe historic districts.

. . .

(ii) Project Types

Planning and land use department staff shall determine the applicability of this section to individual projects and the applicable streetscape as follows: (Ord. # 2007-45 § 30; Ord. # 2020-22, § 16)

A. If the project location is sited on a street which extends linearly with no interruptions or truncations, the streetscape shall include buildings, yard walls, and fences on both sides of the street on which the proposed building, yard wall, or fence is to be located, for a distance of six hundred (600) feet measured from the midpoint of the street facing façade(s) of the proposed building, yard wall, or fence in both directions parallel to the street centerline. See Illustration 14-5.2-1, “Linear Street - No Interruptions or Truncations.”

B. If the streetscape is truncated by an intersecting block or a

visual intrusion (such as a curve or turn in the streetscape) before the six hundred (600) feet is measured, the streetscape shall include all buildings, yard walls, or fences up to and including those which front the intersection or intrusion. See Illustration 14-5.2-2, "Truncation by an Intersecting Block or Visual Intrusion."

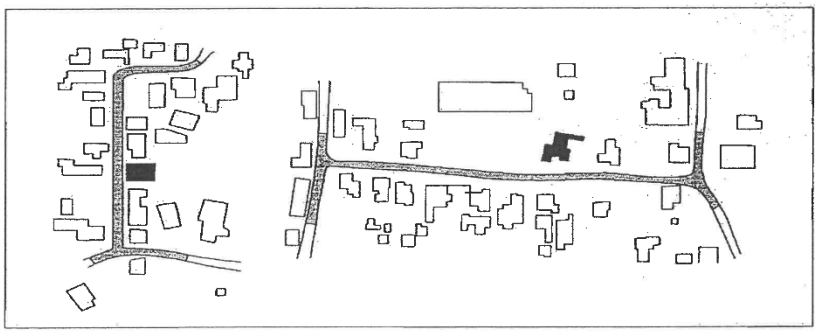


Illustration 14-5.2-2 Truncation by an Intersecting Block or Visual Intersection

(b) Streetscape Standards

. . .

(ii) When determining streetscape, the following structure types shall be excluded: institutional, buildings originally constructed to house a hotel, residential multiple unit, buildings with non-historic multiple stories, non-historic pitched roof, auxiliary outbuildings such as sheds, existing structures approved by way of a variance or exception, and yard walls and fences whose height is inconsistent with the predominant height of yard walls and fences on an applicable streetscape.

. . .

(c) Height

. . .

(ii) In exercising its authority under this section, the board shall limit the height of structures as set forth in this section. Heights of existing structures shall be as set forth on the official map of building heights in the historic districts.

. . .

C. Yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape.

(iii) In historic districts, height shall be the vertical distance measured between the highest part of a structure and the existing grade or finished grade, whichever is more restrictive, at the midpoint of the street facing facade, excluding rooftop appurtenances, the increased height of walls or fences over pedestrian and vehicular openings, and gates (either in opened or closed position).

. . .

§ 14-7.4 – Business-Capitol Districts

(A) Table of Dimensional Requirements for Townscape Subdistricts

East Marcy / East Palace:
Maximum Height of Structures (feet): 27
Maximum Lot Coverage Ratio: No requirements
Building Placement and Setback Requirements (feet):
Building setback requirements:
Street: Note 4 (10 feet)
Side: 5
Rear: 10
Minimum Open Space Requirements:
Open space of no less than 10 percent of the lot area shall be located adjacent to the front property line to serve as yard or courtyard
Landscape Treatment in Yards:
Landscape treatment required in yards and open space. Street trees and landscape treatment required if planting strip exists. Asphalt or concrete pavement prohibited in planting strip.
Height of Walls and Fences (feet):
Walls, fences, and hedges permitted to maximum of 4 feet
Placement of Off-Street Parking: Parking prohibited in required front yard
Portals: Prohibited within ROW

(B) Additional Regulations

. . .
(3) Design Objectives for Individual Townscape Subdistricts
The best existing qualities of the individual townscape subdistricts should be preserved, while encouraging diversity of design in the individual townscape subdistricts. New development should be harmonious with the specific physical characteristics and development and design objectives listed below:
. . .
(e) East Marcy / East Palace Subdistrict:
(i) maintain the continuity of blockfaces, including street trees and yards;
(ii) retain the residential scale of the area by limiting building heights and requiring yards;
(iii) encourage low walls that are compatible with the characteristic open yards; and
(iv) encourage a sense of openness.

§ 14-12.1 – Definitions

CONTRIBUTING STRUCTURE
A structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure

is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

STREETSCAPE

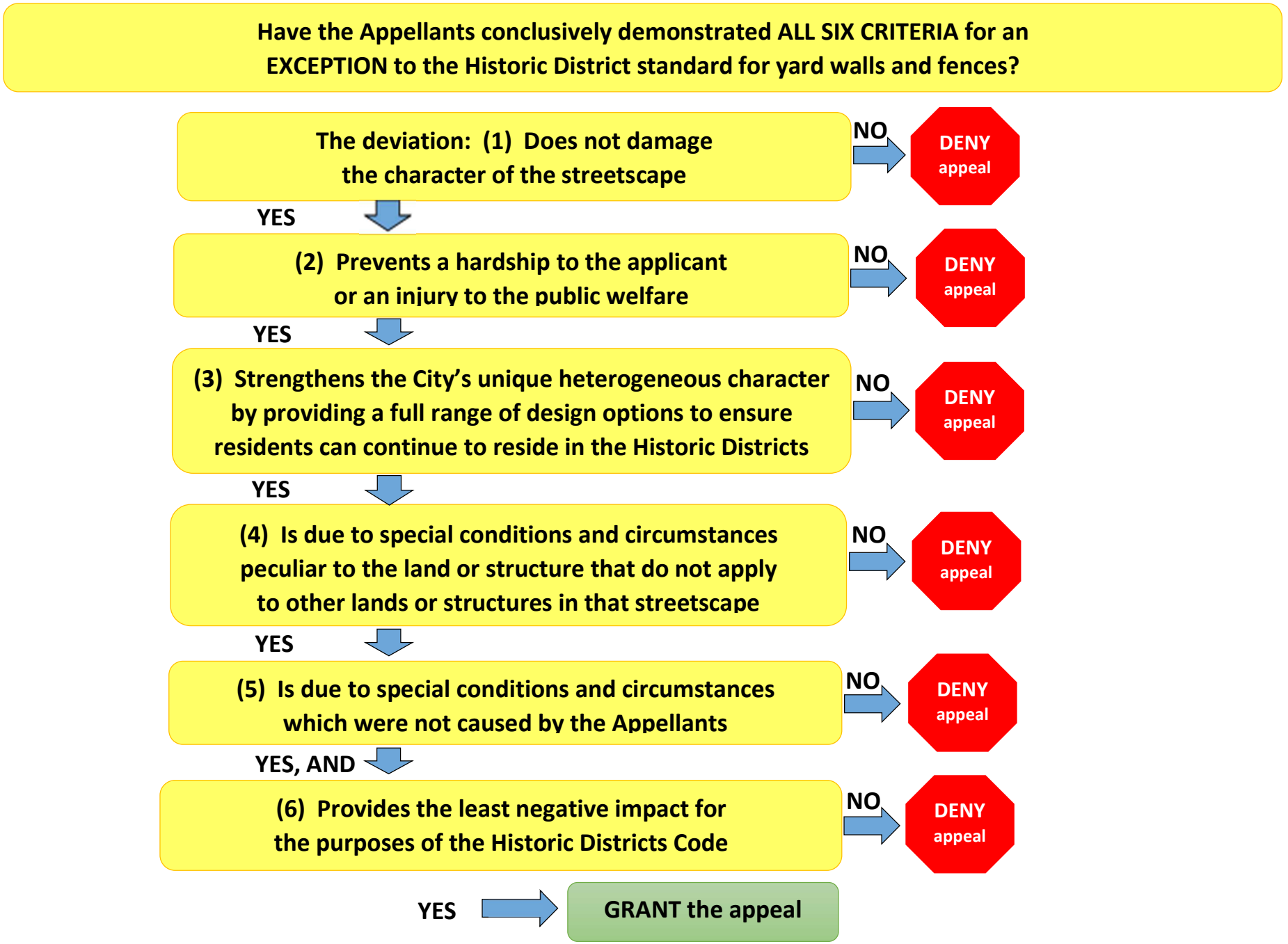
The visual character of a street or section of a street as defined by topography; the pattern of structures and open space; building and wall setbacks; street design; architectural design; and heights, widths and proportions of structures, fixtures and graphics.

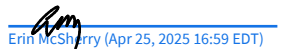
STRUCTURE

Anything that is constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground, including buildings, mobile homes, walls, fences, swimming pools, spas, tennis courts, signs, flag poles, microwave satellite receiving dishes, TV antennas and communication devices.

Appeal # 2025-5536-APPL of Case # 2024-9478-HDRB, 614 Paseo de Peralta

Appeal by Miriam Leth-Espensen of HDRB Denial



Signature: 
Erin McSherry (Apr 25, 2025 16:59 EDT)

Email: ekmcsherry@santafenm.gov

CITY OF SANTA FE

VERIFIED APPEAL PETITION
PLUD-17

EXHIBIT A

APPELLANT INFORMATION

Name: Miriam Leth-Espensen

Address: 614 Paseo de Peralta
Street Address — Suite/Unit #

Santa Fe — NM — 87501
City — State — ZIP Code

Phone: 505 9188810 Email Address: miriamsf@mac.com

Additional Appellant Names

Correspondence Directed to: Owner X Applicant X Both X

APPLICANT/AGENT INFORMATION (IF DIFFERENT FROM OWNER)

Company Name:

Name (First, Last): Stefanie Beninato

Address: PO Box 1601
Street Address — Suite/Unit #

Santa Fe — NM — 87504
City — State — ZIP Code

Phone: 505 988 8022 E-mail Address: info@nmmediate.com

AGENT AUTHORIZATION (IF APPLICABLE)

I am/We are the owner(s) and record title holder(s) of the property located at: 614 Paseo de Peralta Santa Fe 87501

Miriam Leth-Espensen

I/we authorize Stefanie Beninato to act as my/our agent to execute this application.

Signed: X M. Leth-Espensen Date: 04/24/25

Signed: Date:

SUBJECT OF APPEAL

Project Name: 614 Paseo de Peralta HDRB 24-009478

Applicant or Owner Name: Stefanie Beninato

Location of Subject Site: 614 Paseo de Peralta

Case Number: HDRB 24-009478 Permit Number (if applicable) :

Final Action Appealed: Issuance of Building Permit | Other Final Determination of LUD Director

Final Action of Board or Commission:
- Planning Commission
- BCD-DRC
- Board of Adjustment
- ✓ Historic District Review Board

Two originals of this form must be filed. The Land Use Department Director or their designee will enter the date and time of receipt and initial both original copies. See Section 14-3.17(D) SFCC 2001 for the procedure.

LAND USE STAFF ONLY

Time Filed: 10:17 am Fee Paid: $ 200.00 (Receipt Attached)

Date Filed: 4/28/2025 Staff Signature:

COSF 0001

CITY OF SANTA FE

VERIFIED APPEAL PETITION
PLUD-17

BASIS OF STANDING (SECTION 14-3.17 SFCC)

Basis for Appeal: ✓ The facts were incorrectly determined ✓ Ordinance/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:
Denial of exception for fence at 614 Paseo de Peralta made by HDRB on 10 December 2024
HDRB 24-0004478

Check here if you have attached a copy of the final action that is being appealed.

A. DESCRIPTION OF HARM Describe the harm that would result to you from the action appealed (attach additional pages if necessary):
See attached 4 pg Attachment

B. EXPLAIN THE BASIS FOR APPEAL Please detail the basis for Appeal here (be specific):
See attached 11 pg Attachment

SIGNATURE & VERIFICATION

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: X M. Leth-Espensen Date: 1/24/25

Agent Signature: Stefanie Bennett Date: 1/24/25

I/We Myriam Leth Espensen + Stefanie Bennett being first duly sqorn, depose, and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/ our own knowledge.

X Appellant/s
M. Leth-Espensen
Signature

Myriam Leth-Espensen
Print Name

Agent
Stefanie Bennett
Signature

Stefanie Bennett
Print Name

Subscribed and shown to before me this 24 day of JANUARY 2025

Sylvia Mariscal
NOTARY PUBLIC

My commission expires:
4.18.2027

State of New Mexico
Notary Public
Sylvia Mariscal
Commission Number 1097458
Expiration Date 04/18/2027

Revised 7/23/2024

Attachment to Appeal Tom

HARM

1 Severe impairment of physical safety and security, loss of peaceful enjoyment of her property, loss of reasonable use of the yard on her property due to periodic trespasses, vandalism and break in. Increased stress. The owner was in the house when the break in occurred.

2 Economic Devaluation of property due to periodic trespasses and vandalism

3 Aesthetic harm: The insistence of the Board that some other type of fencing than coyote fencing should be used despite the fact that coyote fencing has been on the property for decades. Having two types of fencing meeting is aesthetically incongruous and produces disharmony in the owner who has a highly developed aesthetic/artist sense and values. It devalues the property to have two inconsistent fencing types meet on the same property.

4 Emotional distress: The need to go to court to defend against a misdemeanor concerning the fence filed in city court. The case has been ongoing for 18 months in large part due to no planner being assigned to the case and the city apparently losing the application submitted by Paul Duran, city LUD employee on 1 March 2024. My client believes there are very few cases in which the city engages in this type of criminal action. For example, 803 Agua Fria built a coyote fence to 6 ft on a significant house without permission. The owners got redtagged and came to the Board. The HDRB allowed this fence with certain conditions. Eight months later, the owners have not met the conditions (lower fence slightly, put cross bracing on the inside), but the city is not in court with them on noncompliance.

5 Economic harm the cost of the construction of the fence ($2800) and the potential cost of its removal

6 Lack of equal protection— the HDRB stated that it allowed the owners of 803 Agua Fria and Girls Inc to have higher fences based solely on claims of safety yet denied similar action in this case while acknowledging the precedent the Board set in the other two cases. Girls Inc is within the streetscape of 614 Paseo de Peralta. See Basis for Appeal Unequal Treatment/Protection

7 The cost of an exception in front of HDRB when it seems that perhaps none was needed See Wall and Fence Guidelines: Board can grant an additional 20 percent of height beyond what it is allowed to grant in a historic district) "Wall heights should be carefully regulated by HDRB standards …and should be restricted so as not to increase the allowable height for the streetscape by more than 20 percent") $550 was for the HDRB application and exception request with additional representative fees.) And the cost of this appeal ($200).

8 Due Process/Equal Protection We have only an action letter from the HDRB but no adoption of findings and conclusions within 49 days of the oral decision. We are operating with a limited capacity to respond in accordance with the deadline that creates a disadvantage (14-3.17C4b) for the owner in creating a legally adequate record on which to base a further appeal if necessary. This type of legal harm has safety and economic effects. We are using the reasons given in the

Attachment to Appeal Form

city's response to 614 Paseo de Peralta's application for an exception. The Motion adopted the reasons set forth in the staff report to deny.

BASES FOR APPEAL

The owner requested a height variance on a fence to 5 ft 8 Inches when the HDRB can grant 4 ft 6 inches. The HDRB decision to deny the exception was arbitrary, capricious not based on law or fact and produced unequal protection. The HDRB denial was based on lack of fenestration, height and materials adopting the reasons in the staff's report which stated it was deleterious to the larger downtown/eastside streetscape; to the more immediate streetscape; and that it may potentially impact the character of the house. YouTube 2:39

I General Objection

1. FENCING MATERIAL

1A The decision was based on speculation and violates 14-5.2 C1a and violates HDRB policy of requiring consistent fencing/walls on an individual property; it ignores the existence of coyote fencing in the larger Downtown Eastside historic district as well as within this smaller streetscape. There is no law, and none was cited, that prohibits the construction of the fence because it will impact the "overall character" of the residence/business at 614 Paseo de Peralta.

II REPLY To CITY GROUNDS IN STAFF REPORT USED AS BASIS FOR HDRB DECISION

2A. RESPONSE TO CRITERIA ONE The streetscape has a variety of fences and walls within the streetscape as defined within the HDR ordinance. The staff ignored the existence of coyote fencing that has been on the subject property on Castillo Place for decades and coyote fencing in the streetscape directly across the street between a privately owned property and the Cross of the Martyrs, as well at Girls Inc which is within the streetscape. Moreover, there is several examples of coyote fencing within that square block. Obviously the Downtown/Eastside district allows coyote fencing as an approved fencing type in this district. (See Photos: Streetscape Looking East (7/24 City Docs) p 5/9 Staff Report Street; p15/21 HDRB Application; and Girls Inc and Otero/Castillo Place photos submitted with this Appeal.)

2B The Board and staff did not follow the definition of streetscape under the Historic code which includes both sides of the street and for 300 ft within either direction. Given those parameters, there are 10 and 8 ft masonry walls at street level (Photo p15/21 HDRB Application); a visible coyote fence that divides the Cross of the Martyrs from the adjoining property Streetscape Looking East (7/24 City Docs) ; Girls Inc coyote fencing; coyote fencing on the Castillo Pl side of this property (p2/24 City Docs) and a house wall at the sidewalk (zero lot line) on the adjoining property to 614 paseo de Peralta (Photo p15/21 ibid). The definition of Streetscape (14-12 Definitions) is "The visual character of a street or section of a street as defined by topography; the pattern of structures and open space ; building and wall setbacks; street design; architectural design; and heights, widths and proportions of structures , fixtures and graphics."

2C It does not make exceptions for changes in zoning or in topography. The staff acknowledged the existence of these taller walls and completely omitted consideration of Girls Inc fences which

are clearly in the streetscape. Staff's justification was that Girls Inc "is part of the Hillside streetscape and is part of a different zone district…". It is clearly in two streetscapes since it sits at an intersection. The staff report does not address the house wall at the street or the impact of these high masonry walls on the streetscape or Girls Inc when it stated that the coyote fencing was "deleterious" to this immediate streetscape.(YouTube 3:39)

2D Even if there is an intersection where Girls Inc is located, the 14-5.2-2 indicates "If the streetscape is truncated by an intersecting block or a visual intrusion (such as a curve or turn in the streetscape) before the six hundred (600) feet is measured, the streetscape shall include all buildings , yard walls , or fences up to and including those which front the intersection or intrusion." That definition clearly includes Girls Inc. and all the properties on the north side of the street. The staff stated you could not see Girls Inc from the subject property—that is an untrue statement of fact. See photos Photo Streetscape Looking East (7/24 City Docs) and 14/21 HDRB App). We are attaching additional photos especially of how the exception for the 6 ft coyote fencing at Girls Inc granted by the HBoard is clearly within the streetscape and the fences' overwhelming dominance. See unequal protection below

2E The Board has a precedent of requiring fencing or wall materials to be consistent on the same property. The Board ignored the existence of similar coyote fencing noted on the 2003 survey submitted as Existing and Proposed Site Plan in HDRB Application p16/21 which references an earlier survey as well as photos of the fencing from years prior that the staff produced in City Documents pg 2/34 even though staff stated there were no earlier cases. The existing coyote fencing apparently went unnoticed by the two members who came on the field trip.

2F The HDRB and its staff and the complainant all speculated on the existence of a white picket fence at this home based on its architectural type—not based on historical accuracy (real evidence). In fact, the staff contradicted itself by saying there was no evidence of any fencing on E Marcy and maybe in this area. (YouTube 2:44) Attached Otero/Castillo Place Photos show several examples of coyote fencing in the square block in which the subject property is located.

2G The staff is relying on a very poor quality photo from a 1985 HPIC to determine the fencing on the property. (p4/9 Staff Report) It is not at all clear what type of fencing and how tall it might be etc. Additionally, staff said the porch was open in 1985 but in my professional opinion, it looks like the porch is enclosed on one side by 1985—the HIPC describes it as "recessed in the building volume" before the current owner took possession (1/34 City Docs). Although complainant Mann testified to the existence of a city report on white picket fencing in this area, (YouTube 3:31) the city never produced any such report for this case.

2H The ordinance prohibits conjecture and speculation: 14-5.2C1a Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development , such as the addition of conjectural features or architectural elements from other buildings , shall not be undertaken."

2I Coyote fencing is an appropriate fencing within the Downtown Eastside Historic district and is traditionally found on properties with adobe structures. The statement that this type of fencing is "deleterious to the larger streetscape of the DownTown Eastside" (YouTube 2:39) would be laughable if it were not so grossly incompetent or biased. Despite the sloped roof and non-portal type of porch, this structure is adobe and thus, coyote fencing is historically appropriate. See also Otero/Castillo Pl Photos.
According to the owner, the Antons who built the structure purchased a Sears home plan but used their own materials because they could not afford the kit—only the plan. It should be noted that the 1912 King's Map does not show the current structure or the Antons as owners in that area despite complainant Mann's testimony to Anton ownership prior to 1912. The 1957 aerial shows Hilliside all but disappearing at the curve where the property is located as if Hillside became a one land dirt road. (both on p 8 Staff Report) The establishment of Paseo de Peralta in the 1960s was government action that changed the intensity of use and the width of the street to some extent.

3 **REPLY TO CITY RESPONSE TO CRITERION ii**
3A Although owner acknowledges that the goals of the HDRB are partially correct, Ord 14-5.2A states in its first sentence: "In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city , it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike…". It then goes on to focus on buildings and the harmony between historic and newer buildings.

3B Staff's reasons are not based on law or fact. The statement that coyote fencing "threatens the historic status of the building" is conclusory and is unsupported by law or fact. The Guidelines for Walls and Fences says a fence or wall will not be connected to a significant structure (p2). It is clear from the discussion and Plan submitted, that the fence does not touch the primary façade of the contributing structure which is prohibited in 14-5.2D2c concerning additions to contributing structures. It is set back 10 ft from the primary façade on the W side and does not touch the house See 14-5.2D2d. It should also be noted that the height chart in the Wall and Fence Guidelines (14.70.20 SFCC 1987 does not exist.

3C We can see from Photo Streetscape Looking East (7/24 City Docs) that there is a variety of fencing/wall types in the area, and the coyote fencing on the subject property is not at all disruptive given the fencing/walls directly across the street and the variety of fencing within the designated streetscape. Additionally, according to Member Bienvenu, the exception for 6 ft high fencing on top of retaining walls at Girls Inc will "literally tower over the streetscape." (YouTube 3:31) The Girls Inc fencing is the disruption in the streetscape—not this shorter fencing which is of very little length compared to the fencing at Girls Inc. See Equal Treatment/Protection below. See additional photos with this Appeal.

4 REPLY TO CITY RESPONSE CRITIERION iii

4AThe staff completely ignored two other cases (803 Agua Fria and Girls Inc) where, as pointed out by Member Bienvenu the Board granted height exceptions based solely on safety and which Member Bienvenu said set precedent for this case. YouTube 3:21-3:24 He found the subject property to be unique for a variety of reasons as he stated. However, he never addressed why the Board should treat this property differently from Girls Inc which did no redesign or at 803 Agua Fria where he himself redesigned the fence by imposing conditions lowering the height, staggering top of fence and reversing the cross bracing. See Unequal Treatment/Protection Procedural Due Process below

4B The applicant has clearly stated her concerns for her personal safety and her inability to peacefully enjoy her property before the fencing was in place. The owner is the only owner who continues to live and work on the property. The other properties that were in this zone post 1960 and now part of the BCD are all investment properties—none of the owners occupy these buildings let alone run a business from the location. As stated in Applicant response iii, the owner is and has been a full-time resident at the address since 1988 and in order to continue to reside there safely needs to raise the fence to its current built height. There have been several 911 calls and a break in at the residence which is located in close proximity to two parks-the Cross of the Martyrs and the Tommy Macione Park, the latter park's proximity used as a justification by Girls Inc for needing the safety of higher fences. The entrance to the Cross of the Martyrs is directly across from the subject property. See Affidavit of Miriam Leth-Espensen Attached

4C The Board usually favors those using the rationale of aging in place as part of the exception criteria, but here where someone is literally wanting to maintain her current residence and business safely on a property that she has owned and occupied for over 37 years suddenly aging in place is not a value regarded by the Board.

4D The staff does not take into account that the owner's property is a shortcut from a parking lot on Otero with a walkway into Castillo Place. Her property is directly across from the stairs at the Cross of the Martyrs. This parking area and walkway were established to accommodate the 21 rooms on the Inn of the Paseo a couple of lots down from the subject property in the late 1990s/early 21st century.

4E The owner bought a gun after the breakin and went to be trained at a gun range. The instructor advised her to get rid of the gun because she was never going to fire it at someone. (Apparently she had excellent aim when the gun had no ammo but when it was actually loaded, she shot wild) Motion detectors do not prevent trespass—they only make you get up to see what activated them. Alarms means someone is already in your home. Neither really assure peaceful enjoyment of the property or personal safety and security. The owner has not made a 911 call since the fencing went up in August 2023.

5 REPLY TO CITY RESPONSE CRITERION iv

5A It is untrue that this lot is not unique. It is at the most severe part of the curve in that streetscape. It factually untrue that it has the same setbacks as the other three structures to the

east. It only has a 5.5 ft setback from the bedroom. At 618 Paseo de Peralta next door, the setback is closer to 8 ft and there is a deep porch that runs the length of the building on the street side. The next building east is approximately 10 ft back and also has a porch that runs the length of the building on that side.

5B The structure to the west is of a different historic style and seemingly was on the 1912 Kings Map (p 8/9 Staff report) and is now directly next to the sidewalk. It is impossible to know the setback of this structure before Paseo de Peralta was completely formed and before a sidewalk was put in on the south side of the street. See also 4D re location across from the entry to the Cross of the Martyrs. See YouTube 3:20-3:22 where Bienvenu lays out some of the unique characteristics of the property.

5C Whether other owners of these properties could decide to live-work in these structures is irrelevant to the issues on this property at this time. "Each structure to be recognized as a physical record of its time, place, and use. See 14-5.21a. Again staff is speculating on future possible uses by possible owners of other properties.

5D The maps used as exhibits by the city are unhelpful. The 1912 King's Map does not show the current structure or the Antons as owners in that area. The 1957 aerial shows Hilliside all but disappearing at the curve where subject property is located as if it became a one-lane dirt road.(p 8/9 City Report)

6 REPLY TO CITY RESPONSE CRITERION v

6AThe staff ignores the fact that the owner was advised by Fabian Nava, an alleged licensed contractor that she did not need a permit if the fence was under 6 ft. It is a false and defamatory accusation that the owner brought it upon herself by ignoring the permit requirements. See Owner email to city staff p 20/21 HDRB Application. Despite Ms Lamboy's attempt to defame the owner, the owner in August 2023 met with the Ramon Saracon, who shortly after ended his employment with the city, The city issued a red tag in January 2024 and then a citation in February 2024. The owner met with Paul Duran on 1 March 2024 with the materials for an application. Despite Lamboy's characterization of Paul "just scanning documents", the email thread shows the owner applied for an exception to the HDRB with the help of Paul Duran on 1 March 2024. See p 29/34 City Docs). No one advised her upon receipt of the application that it was incomplete because it lacked the Preliminary Zoning Review (PZR). Ms Lamboy simply says she contacted the attorney who came to an August 2023 meeting with Ramon Saracon and other LUD staff (p20/34 City Docs). She knew or should have known that this attorney no longer represented the owner. There is no correspondence from Saracon or any report on picket fencing in the record. P Duran told the owner that she would be contacted when a new planner was assigned. See Unequal Treatment and Bias/Prejudice below. See Robert Kohn Affidavit.

6B The streetscape includes a house wall of over 10 feet in height on the property next door as well as retaining walls that are 8-10 ft high at the intersection of Otero and Paseo de Peralta so there clearly are walls that far exceed the height of this fence in the streetscape. (Photos p 11/21 HDRB Application and p 6/34 City Docs)

6C The part of the response "All residents may consider responsible and code compliant safety measures to secure their homes and businesses. The applicant should be held to the same

standard as all other structures in the streetscape," shows the staff ignored the exception given to Girls Inc for six-foot coyote fencing on retaining walls thus visually presents a 8-9 ft wall/fence and that was not denied for the reasons staff gave in this Response. See above re: HDRB granting exceptions to height on fencing to both Girls Inc and 803 Agua Fria based solely on safety. YouTube 3:20-3:24 See Unequal Treatment/Protection below

7 REPLY TO CITY RESPONSE TO CRITERION vi

7A The staff again denigrates the intention of the owner by stating that somehow she and her contractor "want to set the rules for permitting". The owner relied on the misrepresentation of the contractor. She has been trying to make it right ever since but is being pushed (Application Packet p 20/21 HDRB Application) to undertake to remove fencing and replace it with inconsistent fencing based on the staff's, the adjoining owner's or Board members' architectural preferences-not on historical documentation-- that will not give her the level of safety she needs and that has been afforded girls attending Girls Inc. for a few hours during the week. The statement that the fence produces a negative impact on the streetscape is conclusory and subjective. As stated above, it is the newly built fences at Girls Inc that are overwhelming dominant and intrusive on the streetscape See Photos attached and Member Bienvenu's remark that these fences recently approved by the Board solely based on safety were going "to tower over the streetscape." YouTube 3:20-3:21 See above.

III BASIS FOR APPEAL UNEQUAL TREATMENT/PROTECTION

IIIA The HDRB granted exceptions to height for both Girls Inc and 803 Agua Fria based solely on safety. In the latter case, the HBoard allowed the owners to keep the coyote fencing next to the significant structure even though rock walls were typical in this area and a detail of the house's columns. In both of these cases, owners justified the need because "someone looked in our bedroom windows" (803 Agua Fria) or fear of potential threats of pedophilia or other crimes from those in Tommy Maccione Park or possible domestic violence. The owner of the subject property had trespass and vandalism routinely on the property and has had to call 911 on a periodic basis. She has two nearby parks: The Cross of the Martyrs and Tommy Maccione Park near her home. Member Bienvenu stated that "personal aesthetic choices had to give way to safety". He also stated that he felt the Board had set a precedent with Girls Inc and 803 Agua Fria by granting height exceptions solely for safety reasons. He also remarked he did "not think there was a good design solution" [at 614 Paseo de Peralta] [given safety considerations] and insisted in his motion that the owner should reconsider the use of the materials [coyote fencing] and height while requiring no redesign for Girls Inc six-foot coyote fencing. (YouTube 3:20-3:24) After Raymond Mann's public testimony that was based on his personal preferences, hearsay, speculation unsupported by fact or law or irrelevant (I personally do not think coyote fencing should face the street"; "My son and I lived at 618 Paseo for ten years [in the 1990s]"), (YouTube3:30-34) Bienvenu changed his mind and decided it was not appropriate to design the fence "on the fly". He gave no reason for ignoring what he described as the unique conditions of this property and the need for safety when he made the motion to deny the exception. Member Bienvenu redesigned the coyote fencing design on the significant structure at 803 Agua Fria by conditioning approval to height, fenestration and bracing of the fence.

IIIB When the staff says the owner did not propose an alternative design that was true in discussions with the staff who apparently kept pushing for total removal of the fence and its replacement with white picket fences—resulting in two inconsistent style fences on the same property. Again this objection seems based on the staff's opinion that white picket fencing is more appropriate without any facts based on historical documentation to support that opinion. See above re prohibition on speculation and policy of consistent fences on same property. Even Member Bienvenu wanted the owner to consider a white picket fence because it "was architecturally appropriate even if not historic" YouTube 3:20 See 14-5.2 C1a

C This staff reason for denial also ignores the fact that at the HDRB meeting on 10 Dec 2024, the owner offered to reduce the height between 2 and 4 inches for the length of the fence on Paseo de Peralta. It is burdensome to ask her to remove it. It has proven effective in stopping trespassers and consequent 911 calls. Girls Inc was not required to redesign the fence and 803 Agua Fria was not required to replace the coyote fencing with fencing that was typical in the area of Agua Fria and Irvine.

IV BIAS The staff went to great lengths to have the HDRB know that the owner was a "scofflaw" even though this term and designation is irrelevant to the granting of an exception under the HDRB ordinance. Such negative terminology, if considered by the Board, is outside the law and fact (HDRB Application p 20/21) and could be prejudicial to the Board reviewing the owner's request objectively and neutrally if the Board reviewed the emails in City Docs.

1A Heather Lamboy says "I think we need to provide some background on the red-tag process and how Ms. Leth-Espensen has been a scofflaw. That is an important point to share with the HDRB."(Email 2 Dec 2024 20/34 City Docs) The use of the term "scofflaw" is irrelevant to whether the property should have been granted the exception and the board's consideration of this characterization, therefore, would be improper.

City staff has fifteen pages of emails in City Docs, but no emails from Ramon Saracon or any other staff member to the owner concerning the application—certainly no reports on the existence of white picket fences in the area that the owner ignored as complainant Mann testified to (YouTube3:31)—although apparently Saracon, like Mann, was influenced by what might be architecturally appropriate for Mann's structure rather than what was historically accurate to the subject property.

1 B The use of a photo of the fence as the first page of the packet that went to the HDRB with the sign DO NOT RETAIN BIEDSCHIED on the fence was prejudicial since Jennifer Biedshied was a board member and the owner was asking that Ms Biedschied recuse herself.

2 Failure of Jennifer Biedshied to Remove Herself

2AThe agent asked the LUD to approach Ms Biedshied and explain the owner's concerns about bias/conflict of interest since her husband had represented a client against the owner 21 years ago; the current complainant had a copy of that 21-year-old letter to someone else; and that her husband as judge found against the owner and for the complainant when the complainant Mann went to court to prevent the acupuncture business he was renting to from improperly operating

during COVID. Biedschied unlawfully suppressed the owner's right to free speech by putting unnecessary prior restraints on it, and it was reversed by another judge.

2B Ms Biedshied testily stated that she "was a bit insulted" that someone should question her ability to be neutral and went on about how she felt insulted for "all working women who were married" even though the city's ethics ordinance considers actions and activities of spouses and other relatives as disqualifying. Biedschied did not acknowledge the effect of the Do Not Retain Biedschied sign on her ability to be neutral which was up in 2022 and 2024 on a route that would be used by her. Biedschied actually reported that her husband does not take any cases relating to the HDRB (YouTube 2;46-47), but she did not apply that standard to this case in which she is ruling on a case involving a woman who her husband has twice acted against as a lawyer and judge. Ms Rios also chimed in about Biedshied's integrity. (YouTube 2:47-2:48). It was improper and prejudicial for the chair to comment on this recusal.

V **PROCEDURAL DUE PROCESS ISSUES**

1A Failure of Bienvenu to explain why he discounted his own findings concerning the unique conditions of this property and the fact that safety was the same concern as two other properties that had been granted fence height exceptions based solely on these concerns

1B Atlixco Coalition v Maggiore 125 NM 786 (1997) ¶24: "An agency's action is arbitrary and capricious if it provides no rational connection between the facts found and the choices made, or entirely omits consideration of relevant factors or important aspects of the problem at hand. Colonias Dev Council v Rhino Envirl Svr 2003 NMSC 005 ¶41 Without a reasoned explanation. . ., it appears that the Secretary ignored an entire line of evidence in reaching his decision on the final order...Allowing the Secretary to ignore material issues raised by the parties in this manner would render their right to be heard illusory."

2NEED FOR RECORD

2AThe 35-day rule for the adoption of a final decision without a written order that contains relevant findings and evidence in the record (14-3.17C4b) is arbitrary, capricious and violates statutory and constitutional requirements for these types of appeal including Ord 14-3.17D7; Ord 14-3.17I; Rule 1-074; Rule 1-075 NMRA and §39-3-1.1 NMSA) The city's own appeal ordinance requires an appeal to follow the procedures under Rules 1-074, 1-075 NMRA and §39-3-1.1 NMSA. 14-3.17D7 states: "District Court Appeals An appeal of a final action of the governing body or a land use board, or of an action of the city manager, the city attorney or the land use director that is only subject to appeal to district court, shall be to the first judicial district court pursuant to Section 39-3.1.1 NMSA 1978, Rule 1-074, NMRA or Rule 1-075, NMRA, as amended, or other relevant statute or court rule." Vandervossen v. City of Espanola, 2001-NMCA-016 ¶¶37, 38: "The Legislature has recognized that administrative agencies must provide written factual and legal bases for their decisions. See, e.g., § 39-3-1.1(B)(2); NMSA 1978, § 74-9-27(B)(1) (1990); § 74-9-29(B)(1)." See also Paule v. Santa Fe County, 2005-NMSC-021,¶12

3 BOARD MEMBERS AND THE PUBLIC BASED THEIR STATEMENTS AND OPINIONS ON FACTS NOT IN THE RECORD.

3A West Old Town Neighborhood Ass'n v. City of Albuquerque, 1996-NMCA-107 ¶11 "…In New Mexico, zoning decisions involving the application of a general rule to a specific property are not legislative acts; rather they are deemed to be quasi-judicial in nature. Paule v. Santa Fe Cnty. Board of Cnty. Comm'rs, 2005-NMSC-021 ¶30: "When we review an administrative decision for arbitrary and capricious conduct, we review 'the whole record to ascertain whether there has been unreasoned action without proper consideration or disregard of the facts and circumstances.' Lopez v Wal-Mart Stores 1989-NMCA-013 ¶6 "…Thus, if the facts essential to the trial court's judgment are not established by substantial evidence in the record, we will necessarily find an abuse of discretion. See Vandervossen ibid.

3B Ms Biedshied wanted to introduce information on the structure on Otero and Paseo de Peralta in terms of the use of that structure based on her belief not facts. She stated there were low walls with wrought iron fenestration on top. (YouTube 3:29-3:30). No photo shows such a wall at Otero. There is one wall with rock and wrought iron fencing with the wrought iron incorporated into and no higher than the rock wall itself at the intersection of Otero and Paseo. (6/34 City Docs) Biedschied was trying to contrast the low walls there with the owner's request at 614 Paseo de Peralta.

3C Ms Denman said she opposed the fence because "she didn't think it would work anyway and it was too tall." (YouTube3:20-3:21) Ms Denman never even asked the owner if there was any change with the installation of the fence. Ms Denman would have found out that there were no 911 calls since the fence was in place. See Miriam Leth-Espensen Affidavit Attached

3D Mr Mann had all kinds of personal preferences that he thought the HBoard should rely on, and he also stated that the fence prevented someone from seeing his building. (Photos p11-13/21 HDRB Application show these statements to be incorrect) He also concluded that the fence would affect the historic status of 614 Paseo de Peralta—see Reply to City Response ii above. It should be noted that the photos on p8-9/34 City Docs were taken by Mann when the fence was being constructed and seemingly he had more access to staff, especially Ramon Saracon, then the owner did. Given the unexplained Brian Biedschied connection with Mann, it would seem my client is spot-on re bias/prejudice by the Board and staff and conflict of interest by Jennifer Biedschied.

REQUEST

We request the Governing Body to consider a third alternative: To approve the fence as submitted to the HDRB with the changes for a slight lowering and staggering offered by the owner at the 10 Dec 2024 as a final decision with no return to the HDRB or the Board of Adjustment.

Respectfully submitted

Stefanie Beninato

Stefanie Beninato, agent

APPEAL TO GB from HDRB 24-009478 614 Paseo de Peralta 11/11

PO Box 1601 Santa Fe NM 87504
505 988 8022
info@nmmediate.com
Attached are Affidavits from Miriam Leth-Espensen and her son, Rob Kohn and recent photos of the coyote fence at Girls Inc in the streetscape of 614 Paseo de Peralta

Appellant will submit the following electronically for the appeal packet—all of which should already be in the record.

HDRB Application for HDRB 24-009478 614 Paseo de Peralta

Wall and Fence Guidelines

City Documents for HDRB 24-009478 614 Paseo de Peralta

Staff Report for HDRB 24-009478 614 Paseo de Peralta

AFFIDAVIT OF MIRIAM LETH ESPENSEN

FOR GOVERNING BODY APPEAL ON HDRB Case # 24-009478

I, Miriam Leth-Espensen, do hereby affirm under penalty of perjury

That I live and work at 614 Paseo de Peralta and have since 1988;

That my property is a shortcut from Otero Street to the Cross of the Martyrs

That the number of incidents of trespass have increased over the years

That I have called 911 for the past several years once or twice a year because of nighttime trespasses that make me feel unsafe because I hear the people right by my bedroom window;

That I do not report vandalism, the latest of which was around 10 December 2024 and it occurred outside the fenced area.

That there was a break in while I was present a few years ago and I was in fear of my life.

That there have been no nighttime trespass in the past year since the coyote fencing that is the subject of this appeal was constructed.

The above is true and correct to the best of my knowledge, belief and understanding.

Miriam Leth-Espensen

Miriam Leth-Espensen

Signed and sworn before me by Miriam Leth-Espensen on January 23, 2025.

SYLVIA MARISCAL

State of New Mexico
Notary Public
Sylvia Mariscal
Commission Number 1097458
Expiration Date 04/18/2027

Double Sided

AFFIDAVIT OF ROBERT E. KOHN

FOR GOVERNING BODY APPEAL ON HDRB Case # 24-009478

I, Robert E. Kohn, do hereby affirm under penalty of perjury under the laws of New Mexico that:

1. I am over the age of 18 years, and I have personal knowledge of the facts contained in this affidavit.

2. On May 15, 2024, I attended a proceeding in the Municipal Court in Santa Fe, New Mexico, where Ms. Miriam Leth-Espensen had been charged with building a structure without a permit at 614 Paseo de Peralta in Santa Fe.

3. Shortly after the court proceeding, Ms. Leth-Espensen and I met on May 15, 2024 with Mr. Gary S. Moquino at the Santa Fe City Hall. Mr. Moquino gave me a business card, stating that he was a Planner Manager with the Historic Preservation Division of the Planning & Land Use Dept.

4. During our meeting on May 15, 2024, Mr. Moquino stated to me and Ms. Leth-Espensen that a Planner had been assigned to help her with her earlier request for approval of the coyote-style fence at 614 Paseo de Peralta, but that this person had left the Department, and that a new Planner would be assigned soon to help with this request.

5. During the same meeting, Mr. Moquino also stated to me and Ms. Leth-Espensen that coyote fencing is "not historic" and therefore that a permit could not be issued for a coyote fence at 614 Paseo de Peralta. He also stated that he was aware of the pending court case, and that the matter could be resolved immediately – "today" – if Ms. Leth-Espensen were to request permission to replace the coyote fence with a picket fence.

Robert E. Kohn

Robert E. Kohn

CALIFORNIA JURAT WITH AFFIANT STATEMENT GOVERNMENT CODE § 8202

☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

SPOZHMI ZARIFI
Notary Public - California
Los Angeles County
Commission # 2402327
My Comm. Expires May 17, 2026

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me
on this 27 day of Jan, 2025
Date *Month* *Year*
by
(1) Robert E. Kohn
(and (2) _____),
Name(s) of Signer(s)
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

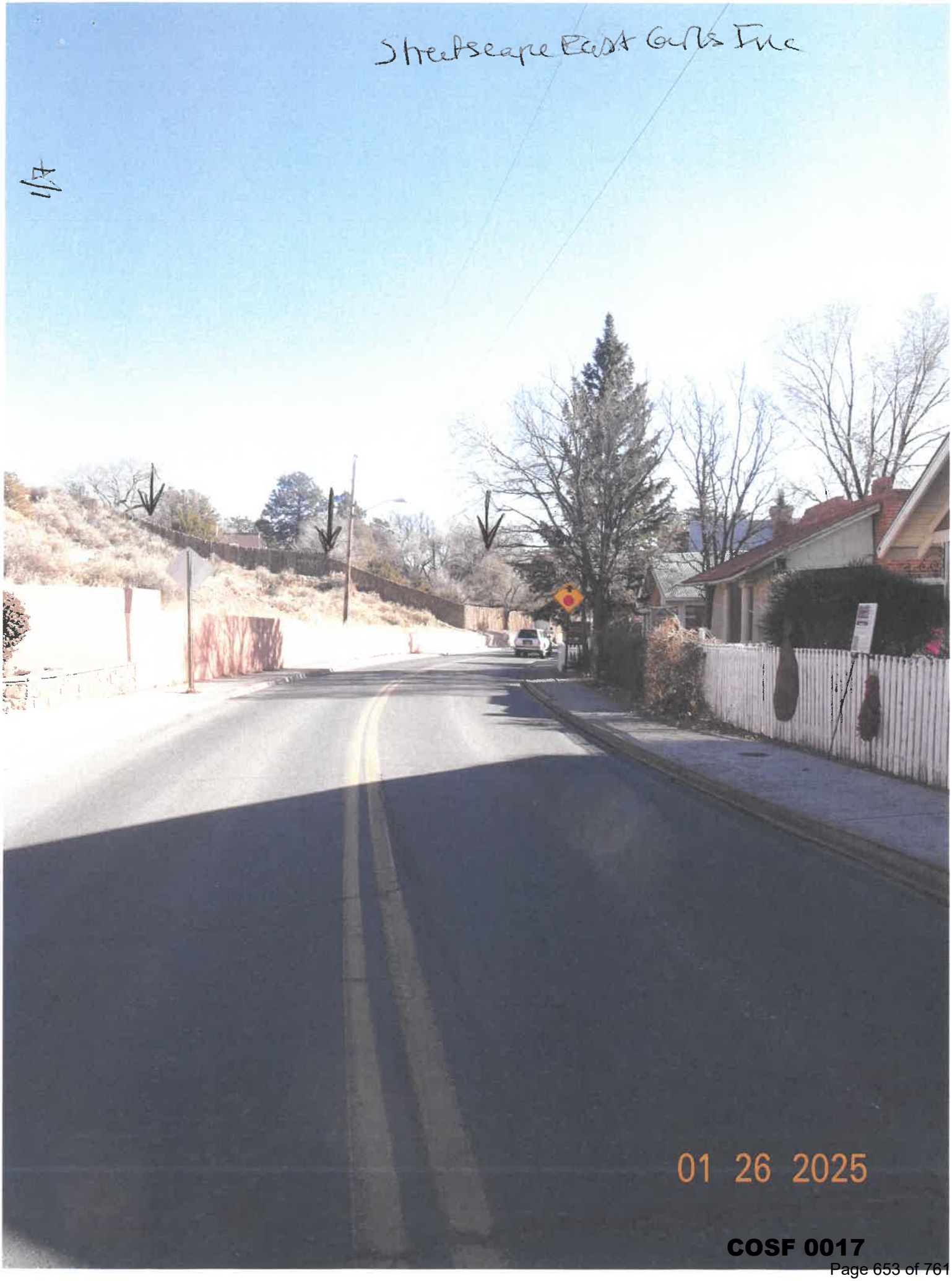
Title or Type of Document: Affidavit of Robert E. Kohn
Document Date: 1-27-2025 Number of Pages: _____
Signer(s) Other Than Named Above: N/A

©2019 National Notary Association

M1304-08 (09/19)

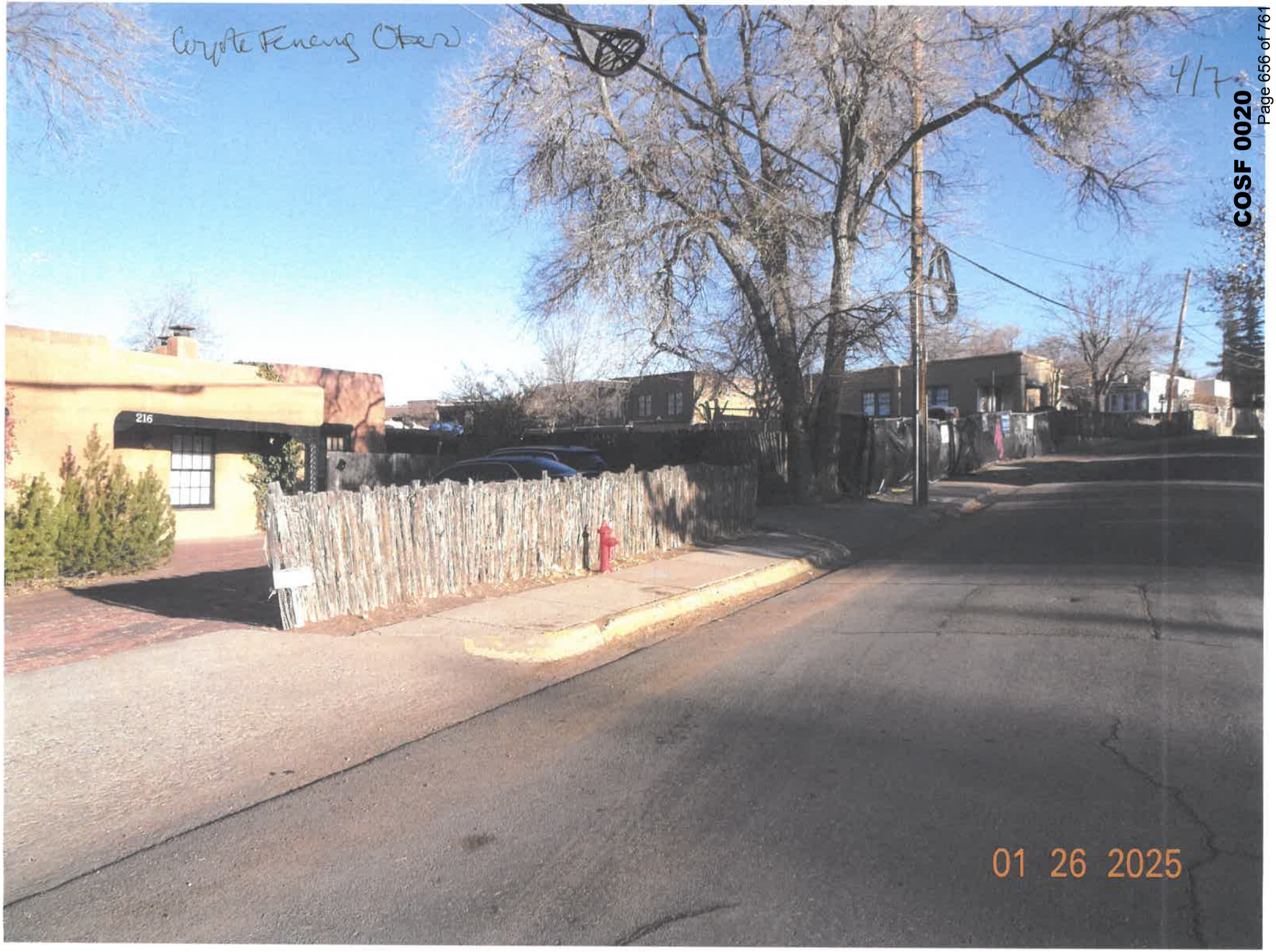
Streetscape East Curtis Ave

11A



Shelbyville Grills Inc
2/7

Streetscape Facing Garlsfirc 3/7


Coyote Fencing Others
4/7
216
01 26 2025

Complete Fencing Clean + Construct
01 26 2025

01 26 2025

Copy Tee Fencing Castillo Pl

7/7

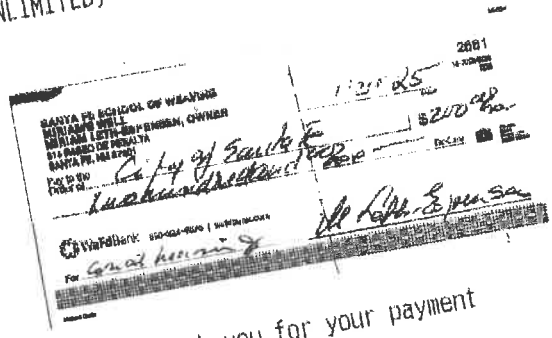
City of Santa Fe, NM
Planning Department
200 Lincoln
Sante Fe, NM 87507-4808
(505)955-4333
Welcome

01/28/2025 10:19AM Elisa P.
002264-0003

EG INVOICE
BENINATO, STEFANIE (MEDITATIONS UNLIMITED)
2025-009812--APPL
2025 Item: INV-00092843
Appeal Fee - Plan - All Appeals 200.00

	200.00
	200.00
	200.00
Subtotal	200.00
Total	
CHECK Check Number2661	0.00
Change due	

Paid by: BENINATO, STEFANIE (MEDITATIONS UNLIMITED)



Thank you for your payment

CUSTOMER COPY
DUPLICATE RECEIPT

EXHIBIT B

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case # 2024-9478-HDRB
Address – 614 Paseo de Peralta
Agent's Name – Stefanie Beninato, Attorney at Law
Owner/Applicant's Name – Miriam Leth-Espensen

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on December 10, 2024.

BACKGROUND

The single-family residence at 614 Paseo de Peralta has a contributing historic status in the Downtown and Eastside Historic District. The Applicant, who owns and lives on the property, has built an unpermitted 5'8" coyote fence, abutting the sidewalk and extending across the entire north street frontage for this property. The streetscape along Paseo de Peralta was built after the Anglo-American arrival and the houses in this area reflect the Anglo-American style of architecture, including low front-yard fences. There is a consistent grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, where there is a pronounced slope, with some retaining walls substantially set back from the street.

The property has had several fences along the street frontage in the years since 1985. A photograph from the 1985 HCPI shows that this house, like others in the streetscape, had low, transparent fencing at the property line. Historically the house was unobstructed and apparent from the street as were other historic buildings in the streetscape. Photos show a blue board fence present from 2007 through 2014, and a wood-framed wire fence from 2015 to 2023. The coyote fence which is the subject of this application was built in 2023. There is no record of approval from Historic Preservation and no permits on record for changes to the fencing over time. A City inspector issued a Stop Work Order in August, 2023, for construction of the coyote fence without approval from HDRB or the Historic Preservation staff or a construction permit. The City of Santa Fe sent the Leth-Espensen Trust (the owner of record) a Notice of Violation in January, 2024, and the matter is pending in Municipal Court. See Case # CE-2024-5.

The Staff has determined that the Applicant's 5'8"-high coyote fence is inconsistent with this streetscape with regard to height and material. Santa Fe City Code ("SFCC") Section 14-5.2 (D)(9)(c)(ii)(C) reads, "Yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape." The Staff's streetscape calculation allows for a 4'6"-high fence. The Staff's opinion is that the 5'8"-high coyote fence disrupts the structure's relationship with the streetscape and, if permitted to remain, threatens the building's historic status. SFCC Section 14-5.2(D)(1)(a) reads, "The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied."

The Applicant now requests approval of the coyote fence by proposing the following exterior alterations:

> Construct a 5'8"-high coyote fence with two wood-plank pedestrian gates (one on the street frontage and one on the side property line) where the maximum allowable height is 4'6". An exception to SFCC Section 14-5.2(D)(9) to exceed the maximum allowable height is requested.

This property also is located within the Business Capital District East Marcy / East Palace Subdistrict (BCDEAS). In this subdistrict, fences are further limited to a maximum height of 4'0", per SFCC Section 14-7.4(A)-1, Table of Dimensional Requirements for Townscape Districts. While the applicant is requesting an exception from the HDRB to the streetscape height standard of 4'6", SFCC Section 14-5.2(C)(5)(a) reads:

> "If the applicant requests approval of a height in the historic district that exceeds the underlying zoning district requirement, the applicant shall first receive an exception to this Section 14-5.2. If approved by the historic district board, the applicant shall proceed to the board of adjustment for consideration of the proposed variance."

Therefore, if the HDRB approved the exception, the Applicant would proceed to the Board of Adjustment for a variance to the standards of the underlying zoning.

At the outset of this hearing, Stefanie Beninato, the Agent for the Applicant, asked Board member Jennifer Biedscheid to disqualify herself, claiming Ms. Biedscheid had a conflict of interest in this case. Ms. Biedscheid declined to disqualify herself, denying that she had a conflict of interest and noting that she had consulted the City Attorney's Office about Ms. Beninato's request.

FINDINGS OF FACT

After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:

1. Land Use Department Staff conducted a preliminary zoning review ("PZR") and determined that the application appears to meet the underlying zoning standards set forth in the Santa Fe City Code.
2. Historic Preservation Staff reviewed the application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings ("Staff Report"), which evaluates the factors relevant to the application.
3. Historic Preservation Division Staff Recommendation: Staff found that the exception criteria of SFCC Section 14-5.2(C)(5)(c) had not been met and did not recommend approval of the application, as it did not comply with SFCC Sections 14-5.2(D), General Design Standards for all Historic Districts, and 14-5.2(E), Downtown and Eastside Design Standards.

4. The project is subject to SFCC Section 14-5.2(C), Regulation of Significant and Contributing Structures.
5. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
6. The property is located in the Downtown and Eastside Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(E).
7. The property is located in the Business Capital District, East Marcy / East Palace Subdistrict (BCDEAS), and is subject to the district and subdistrict design standards set forth in SFCC Section 14-7.4(A) and (B)(3)(e).
8. Under SFCC Sections 14-2.6(B-C), 14-5.2(A)(1), 14-5.2(C)(2)(a-d & f), 14-5.2(C)(3)(a-b), 14-5.2(C)(4), and 14-5.2(D), the Board has authority to review, approve, with or without conditions, or deny, all or some of the Applicant's proposed design to assure overall compliance with applicable design standards.
9. Under SFCC Section 14-5.2(D)(9)(c)(ii)(C), yard walls and fences are limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape.
10. The Applicant seeks approval for a 5'8"-high coyote fence on the street frontage and on a side property line where the maximum allowable height is 4'6". Staff determined that an exception to SFCC Section 14-5.2(D)(9)(c)(ii)(C) would be required for approval of the application, and the Applicant requested an exception.
11. To obtain an exception, the Applicant was required to conclusively demonstrate that the six exception criteria set forth in SFCC Section 14-5.2(C)(5)(c) have been met.
12. Based on the information set forth in the Staff Report and exhibits, and the evidence and testimony presented at the hearing, the Board agrees with Staff's finding that the Applicant has not conclusively demonstrated that all exception criteria have been met:
    a. Pursuant to SFCC Section 14-5.2(C)(5)(c)(i), the Board finds that granting the exception would damage the character of the streetscape because the height of the fence is inharmonious with the streetscape, and disregards the standards for the BCDEAS district. The heights of the walls and fences along this streetscape of Paseo de Peralta range in height from 24" (2 feet) and 108" (9 feet), with the highest walls being rock or stuccoed-masonry retaining walls on the north side of the street where there is a substantial grade change. The south side of the street, where the house walls do not abut the sidewalk, is lined almost entirely with lower yard walls and fences with stepped heights or wrought iron, picket and wire fences, creating an open fenestration of the wall or fence;
    b. Pursuant to SFCC Section 14-5.2(C)(5)(c)(ii), the Board finds that the exception is not required to prevent a hardship to the Applicant or an injury to the public welfare, because there has been no persuasive showing that the security of the property cannot be upheld by features less harmful to the character of the district, such as a lower fence or yard wall, a fence or wall with more fenestration, or other security measures;
    c. Pursuant to SFCC Section 14-5.2(C)(5)(c)(iii), the Board finds that granting the exception would not strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts, because the Applicant has not

shown a need for safety at her property greater than at any other heavily traveled location, and other design options are available to enhance the occupants' safety there;

d. Pursuant to SFCC Section 14-5.2(C)(5)(c)(iv), the Board finds that there are not special conditions or circumstances that are peculiar to the land or structure involved that are not applicable to other lands or structures in the related streetscape: All the properties on the south side of Paseo de Peralta abut the sidewalk or have a minimal setback, similar to the subject property, and are in a heavily traveled area. The setback, traffic and pedestrian travel are not peculiar to this lot. Some of the properties are commercial and others are residential, but the use of the property can change and is not inherent in the land or the structure;

e. Pursuant to SFCC Section 14-5.2(C)(5)(c)(v), the Board finds there are no special conditions or circumstances affecting this property that fulfill this exception criterion. The Applicant should be held to the same standard as the occupants of other structures in the streetscape, which must follow the height and design restrictions in the ordinances;

f. Pursuant to SFCC Section 14-5.2(C)(5)(c)(vi), the Board finds that granting the exception would not provide the least negative impact with respect to the purposes set forth in SFCC Section 14-5.2(A)(1), because the proposed coyote fence at that height is a threat to the historic status of the historically contributing structure. It obstructs the view of the house, which is uncharacteristic for that streetscape. The standards for the Business Capitol District, East Marcy / East Palace Subdistrict, express a preference for "low walls that are compatible with the characteristic open yards." See SFCC Section 14-7.4(B)(3)(e)(iii).

13. The Board finds that the Applicant has failed to conclusively demonstrate that all of the exception criteria have been met.
14. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable requirements for Board review as herein described have been met.
15. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable design criteria have not been met.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Board acted upon the application as follows:

1. The Board has the authority to review and approve the application.
2. The Board denies Item # 1 as set forth in the application.
3. The Board denies the exception requested in the application.
4. These denials are without prejudice, and the Board may reconsider the project if the Applicant submits another application with a redrawn design for the fence.

IT IS SO ORDERED ON THIS 11th DAY of FEBRUARY, 2025, BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE.

Cecilia Rios, Chair — Date: 2-11-25

FILED:

ANDREA SALAZAR (Apr 8, 2025 12:28 MDT)

Andréa Salazar — Date

City Clerk

XIV

APPROVED AS TO FORM:

Frank Ruybalid — Date: 2-11-25

Assistant City Attorney

EXHIBIT C

SUMMARY INDEX
HISTORIC DISTRICTS REVIEW BOARD
December 10, 2024

ITEM	ACTION TAKEN	PAGE(S)
Call to Order	5:33 pm	3
Roll Call	Quorum Present	3
Approval of Agenda	Approved as amended	4
Approval of Minutes		
May 14, 2024	Approved	4
October 22, 2024	Approved	
April 29, 2024	Approved	
Approval of Findings & Conclusions	Approved or Approved as amended	4
Matters from the Public	Comments	5
Staff Communications	Comments	5-7
Old Business	None	7
New Business		
2024-009377-HDRB 449 Camino Monte Vista	Approved with Conditions	7-12
2024-009399-HDRB 465 Camino Manzano	Partially Denied Partially Approved	12-21
2024-009398-HDRB 346 Hillside Ave	Partially Denied Partially Approved with Conditions	21-29
2024-009478-HDRB 614 Paseo de Peralta.	Denied	29-40
2024-009323-HDRB 312 Pino Road	Postponed	40-41

2024-009479-HDRB 710 Canyon Rd.	Approved	41-46
Discussion Items	None	47
Matters from the Board	None	47
Next Meeting	Tuesday, January 14, 2025	26
Adjournment	9:58 pm	26-27

fence currently stands 86” in height and is planned to be cut down and it also notes the maximum allowable height is 59”. Regardless I would say that the fence should be no higher than the maximum allowed height that's calculated for the streetscape. I appreciate the offer of a compromise with respect to the metal structure that's already there but it I think it would be a simple matter to retain that structure and just reweld the top railing to a lower height so that it would be minimal in cost this would permit the gate to remain because it's completely fenestrated and already in existence and that all other aspects of the application be approved

Chair Rios then asked Member Bienvenue, in reference to the making of the motion, if he’d want to indicate the maximum allowable height.

Member Bienvenue stated he thought it was 59” but if that is not accurate, the height should be the calculated maximum allowable height.

Member Mather seconded the motion.

VOTE: The motion passed by (4-0) roll call vote with Members Mather, Degnan, Biedscheid and Bienvenu voting in favor and none voting against.

To view the entire recording of this hearing, ***see*** the YouTube video at:
https://www.youtube.com/watch?v=Vk1h9FgJWNQ (1:58:44 – 2:36:44)

4. **2024-009478-HDRB, 614 Paseo de Peralta,** Downtown & Eastside Historic District, Contributing, Stefanie Beninato, agent for Miriam Leth Espensen, owner, proposes to construct a 5’-8” high coyote fence with pedestrian gates where the maximum allowable height is 4’-6”. Exceptions are requested to 14-5.2(D)(9) to exceed the maximum allowable height. (Lani McCulley)

BACKGROUND & SUMMARY

The single-family residence at 614 Paseo de Peralta is listed as contributing to the Downtown and Eastside Historic District. The residence is a moderately pitched gabled roof, deep set windows, and a large bay of windows on the north where a porch has been enclosed. It is obvious that the northern portal was enclosed sometime after 1985 because the photo of the 1985 HCPI shows an open portal. There is no case for that enclosure on file with the Historic Preservation Division office.

The property has held several fences along the street frontage of Paseo de Peralta over the years. Figure 1, shows photographic proof of a blue board fence present from 2007 through 2014, and a wood framed wire fence present from 2015 through 2023. The new coyote fence was constructed in 2023. There is no record of an approval from Historic Preservation and there are no permits on record for the changes to the fencing over

time.

The streetscape along Paseo de Peralta was built after the Anglo-American arrival and the houses in this area reflect the Anglo-American style of architecture, including low front yard fences. There is a consistent grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. The applicant's proposed coyote fence is not in keeping with this streetscape with regard to height and material.

Section 14-5.2(D)(c)(ii) states that, "*yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape*." While the Historic Preservation Streetscape calculation allows for a 4'-6" high fence, this property is located within the BCDMAR subdistrict. In this subdistrict, fences are further limited to a maximum height of 4'-0" per 14-7.4(A)-1 Table of Dimensional Requirements for Townscape Districts. Per Section 14-1.7 the more restrictive code would apply which means the maximum allowable height at this property is the 4'-0" height per zoning code for the BCDMAR.

Section 14-5.2(C)(1)(a) states that, "*Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken.*"

A photograph from the 1985 HCPI (See Figure 2) illustrates that this house, like others in the streetscape, had low transparent fencing at the property line. Although it is difficult to discern the exact fence material, it is clear that historically the house had a direct relationship with the street as do other historic buildings in the streetscape.

Section 14-5.2(D)(1)(a) states, "*The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied."*

The 5'-8" high coyote fence causes a disruption in how the structure relates to the streetscape and if allowed, poses a threat to the building's historic status and the legibility of the streetscape. Additionally, the townscape, as set forth in the BCD design standards for the East Marcy/E Palace subdistrict also identifies the unique nature of the streetscape by limiting the height of fences and/or walls to a maximum height of 4'-0".

The city's inspections office issued a Stop Work Order (red tag) in August 2023 for the construction of the coyote fence without approval from the HDRB, the Historic Preservation Division or a construction permit.

The applicant now requests approval of the coyote fence by proposing the following exterior alterations:

1. Construct a 5’-8” high coyote fence with two wood plank pedestrian gates (one on the street frontage and one on the side property line) where the maximum allowable height is 4’-6”. An exception to section 14-5.2(D)(9) to exceed the maximum allowable height is requested.

Ms. Lamboy presented this case in Ms. McCulley’s absence. She stated this contributing building has had some changes over time but has retained much of its historic integrity. One of the changes includes the enclosure of the front porch that was originally there, as well as an addition that was done on the south elevation. However, the coyote fence that is currently standing was not approved administratively or by the Board. To provide some reference to the Board the fence can be seen on the far left here. It is the edge of the coyote fencing of that subject property. Looking west towards the Scottish Rite Temple and Kearney Avenue the fences are either retaining walls with no fencing on top or low walls with some potentially wrought iron on the top of the fence or the walls. So, looking the other way and with the subject property being on the right-hand side, you can see the development pattern illustrates low fences along the streetscape on the south side of the street, without the retaining walls. There is some coyote fencing that is higher, but it is set back from the street and is a side property line, not a front property line. This is an illustration of what the applicant is proposing which is the fencing that was constructed without a permit. This is that part of the street that is adjacent to or in between the subject property to the I guess south as well as the adjacent property to the north. Maybe my directions are wrong, but on both sides of the subject property. This is an illustration of the drawings of the proposed fence. The underlying zoning is something of a unique story here. So, with the Business Capital District a unique approach was taken with reference to the zoning and it all related to townscape districts So, not only was there a Historic Districts Review Board review required at one time but also a Business Capital District Review Board review as well. The townscapes’ character of the downtown changes radically from one block to another and those changes you know are reflected in the plaza area which is in the BCD Plaza Subdistrict. This property is part of the East Marcy/East Palace Subdistrict. There's also the BCD Capital Subdistrict with its unique character. So, there's underlying zoning that relates to the general dimensional standards and there's also underlying zoning that also relates to the character of the district, and in this particular case with the BCD East Marcy/East Palace subdistrict in which the site is located the maximum height for front yard fencing is 4 feet and that acknowledges the development pattern of which I've been speaking. Which is that there are low or no fences in the front yard of the properties therefore that's the reason for the maximum height of four feet and you can see that in the streetscape generally along that corridor this is an illustration of the development pattern. As seen on an aerial and you can see clearly Fort Marcy as well as a development pattern of the East Marcy/East Palace area. The Paseo de Peralta and Hillside intersection is there. So, if this case were to be approved by the Board

tonight as it is submitted then the case will have to be heard by the Board of Adjustment. It's just a reminder to the applicant and for the public's information that this isn't the only hearing that would take place. Also, the board of adjustment would have to hear the case to allow for a variance to allow the additional height over the underlying zoning. The staff's recommendation is that the exception criteria have not been met. It will be deleterious to the streetscape; it will impact the overall character of the Downtown and Eastside Historic District streetscape in this area and can impact potentially the overall character of the building to which it is adjacent which is contributing. The staff recommends denial in this case.

STAFF RECOMMENDATION

Staff finds that the exception criteria of Section 14-5.2(D)(9) have not been met and does not recommend approval of the application as it does not comply with 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.

While the applicant is requesting an exception from the HDRB to the streetscape height standard of 4'-6", Section 14-5.2(C)(5)(a) states that, "*if the applicant requests approval of a height in the historic district that exceeds the underlaying zoning district requirement, the applicant shall first receive an exception to this Section 14-5.2. If approved by the historic district board, the applicant shall proceed to the board of adjustment for consideration of the proposed variance*."
The underlying zoning district for this property is Business Capital District East Marcy/East Palace (BCDMAR) which permits a maximum height of 4'-0" for fences, per Table 14-7.4 (A)-1. Therefore, if the HDRB approves the exception, the applicant shall proceed to the Board of Adjustment for a variance to the standards of the underlying zoning. If the Board denies the exception, the applicant must produce a new proposal which complies with both the underlying zoning and historic design standards. One motion will be required in this case.

APPLICANT PRESENTATION

Ms. Beninato came forward to present, as she is the applicant. She stated she found herself in an unfortunate situation as they did submit a request for Member Biedscheid to recuse herself and stated she was curious how Member Biedscheid was going to respond.

Member Biedscheid stated she did see a copy of that request and discussed it with the City Attorney's office and that she has no bias against Ms. Beninato's client. She doesn't know her client. She knows Ms. Beninato pretty well from the hearings, but she has no bias against her. Her husband's job has absolutely nothing to do with her responsibilities on the Board. They work to keep things separate and respect ethical boundaries. In fact, she understands that her husband doesn't hear H-Board Appeals as part of his

job, as a State District Judge. She stated she was insulted for herself and all working women that are part of a marriage or partnership that it would be assumed she cannot be independent and capable of an intellectual border between hers and her husband's job duties. She is not influenced by her request, and she will hear this case impartially like all other cases.

Ms. Beninato stated that it was not at her instigation, but at her clients request and the wording is primarily from their sources. I just want to be clear that my client did have a very poor experience and with the other party, and that the complaining party here (for this project) are the same. It just builds that kind of sense of distrust on the part of my client and I.

Chair Rios stated member Biedscheid has been on the Board for quite some time and she agrees with Ms. Biedscheid's comments. She believes Ms. Biedscheid can be impartial and thinks she indicated that her husband's work has nothing to do with this Board and she is a person that will be impartial in this case as she is with every other.

Ms. Beninato thanked them for those considerations and reasons and then proceeded to state that she doesn't agree with Staffs recommendations and does think that her client has met the exception criteria. The fence should not affect whether this is a contributing building or not. This property belonged to the Anton family and was built in 1920 based by hand and is not a home kit Sears. The brothers Alonso and James inherited and split the property in 1935. At that time, both addresses were on Hillside. This residence was owned by James, who sold it in 1979 to Steven Long. Mr. Long later sold to the current homeowner in 1988. The house has been added onto several times between 1988 and 1991. The roof may have been asphalt shingles initially but when Miriam purchased it, it was rolled asphalt. The homeowner replaced it with approval from the Historic office, possibly administratively with a metal roof. She has also had approval to enclose the portal on the front of the building. This was enclosed due to the salt damage that occurred from the care for the icy road in bad weather which splashes onto the property and was damaging the portal. To prevent the salts from damaging the residence, the client put up the previous blue colored board fence. There was wire fencing behind the board fence when it was removed due to damage to the fence. The client tried to incorporate the wire and metal fencing in place of the board fence. However, as a result her property has been subject to a lot of trespassing and people have actually broken into her residence while she has been there. These houses are designed for work/live. The BCD was only introduced in the 1980s. I now see that it is divided into smaller sections, which makes understanding it more confusing. I do question the status of this building. I do not believe it should be a contributing structure. Either way, the fence should not affect the status of the structure. Again, this shouldn't affect the streetscape because the fences in existence are already a variety of fences. She feels it's a necessity to have the fence there, so she can live there safely. It would also be less maintenance from the salt and feels like it will be more durable and tried to make it more visibly interesting.

Ms. Beninato also felt it was important to point out the timeline of going through the process. The fence was put up in August of 2023 by contractor Fabian Nava who told the client that she did not require a permit if the fence was under 6 feet in height. My client met with the Historic Preservation Division in September of 2023 along with her representative, Eric Sommer. They discussed what needed to be done for the client to come into compliance. An inspector issued a red tag on the property in February 2024. My client went to the Historic offices and met with a planner who explained what paperwork she needed to present to Historic. There has not been a single planner assigned to the case for any length of time.

As for the exception criteria: staff seem to be pushing for a white picket fence to match the neighbors fencing, which is also not historic. They are from the 1980s and the 1990s. There is a variety of fencing in the streetscape including the picket fences, masonary walls, stone walls, and coyote fencing. Therefore, a coyote fence will not harm the district (criteria 1). Regarding the hardship (criteria 2): the homeowner is a longtime resident who is in close proximity to two parks, Cross of the Martyrs and Tommy Masson Parks. She has had to call 911 on several occasions for break-ins. A higher fence to keep trespassers off the property, will help her be able to continue to live in this location because a four-foot fence or wall can be stepped over. Regarding the third criteria, this residence is closer to the street than most on the streetscape, the squashed wire fencing is replaced with a coyote fence which is on the streetscape in a height that will keep the homeowner safe from trespassers and the fence type will help protect the building from damage from salts. Maintenance costs are very high when damage is to the residence. Most of the front area of the streetscape changed when Paseo de Peralta was put in by the government in the 1960's. This is unique to this streetscape and is not the cause of Ms. Epsensen. The issue with the care and maintenance of the road, the location proximity to the parks, and the rise in crime are not the homeowners cause either.

Ms. Beninato continued: the Board has issued exceptions for safety reasons at Girls Inc most recently for a 6' fence on that streetscape due to safety concerns for the girls and their family's due to the proximity to Tommy Masson Park. My client's safety should be a concern and a reason for approval of this exception as well. Ms. Beninato gave several other examples of higher fences at properties for safety concerns including a significant structure on Saint Francis.

Ms. Beninato concluded that this request is for a safety concern of the elderly owner, and she was sorry that the homeowner was given bad advice from the contractor.

Ms. Espensen stated that when she moved in the fence was a white fence and before it was a white fence it was a natural fence. She didn't know anything about Historic but after a few years of getting all the dirt and salt on the fence, it looked terrible, so every spring she would sand, wash and repaint it, but after a while the white became too difficult to maintain. So, it then changed into the blue fence that everyone has seen in the pictures. It became tiresome to care for and she really wanted a coyote fence. She couldn't afford it, so she went with a wire fence and the issue with the wire fence is that it did not prevent people from jumping over it. She had a lot of strangers and homeless that would pass through her property and even though she locked the gate people would still jump over it. She was informed that if the fence wasn't 6 feet or taller she wouldn't need a permit, so based off of that information she put in the coyote fence with the help

of Fabian Nava. She felt that the fence was a solution to dealing with the increased traffic, tourists, and criminal elements of the city.

Chair Rios acknowledged and stated she always appreciates it when the owners of the property come to speak to the Board. She thinks even though the owners have representatives, it's important to hear from the owners and she feels for Ms. Espensen's situation. She doesn't know what the Board will decide in terms of the height, unfortunately she does think this fence impacts the street in a negative way, but that is her opinion. She would recommend something shorter and that the coyote fence, while popular through the city is not in keeping with this particular streetscape.

Ms. Beninato stated there are coyote fences in that area, for instance there is one directly across from her client's residence and one for Girls Inc. and the picket fence is not historic.

Ms. Espensen stated that allowing the neighbors to have coyote fencing but not her makes absolutely no sense to her and she believes that it is discrimination.

Chair Rios stated the main question here was height and asked to hear from other members of the Board.

Member Degnan stated she appreciates that Ms. Espensen has been able to maintain a successful business in this town all these years. She just thinks it's their role is to try to honor what the rules and regulations are and certainly sometimes it requires flexibility which is why you applied for an exception. She just thinks that while there may be another example of a tall coyote fence that generally speaking, tall fences are like creating a wall. I respect the fact that you want to be safe and understand that entirely. However, that due to all of the access around the property just having the coyote fence on Paseo de Peralta isn't going to keep people out of the property. It is her opinion that it will not be effective, and the fence is too tall.

Member Bienvenue stated that he felt this is a strikingly unattractive feature on the streetscape and it really would be aesthetically nicer if it was a small picket fence just like the neighbors even if they're not historic in that area though they certainly are. Even if the particular ones nearby are not historic that's certainly a historic feature for the style of architecture in that area, but I do see your situation as being unique and that is what is to me feeling the most important consideration in this particular case. We have in recent times gone beyond the boundaries of what both the code say and what I think our personal aesthetic choices would be in an ideal world with respect to safety issues and that has come up both in terms of neighborhood safety for a residential house and that was the case for the significant structure and then most recently with respect to the Girls Inc where an extremely tall fence was approved. That literally towers over the streetscape purely for safety reasons and that was the only reason it was allowed. Your property does strike me, the more I looked at it today and also hearing tonight has

similarly unique situation because of the fact that it's on such an incredibly narrow section of Paso de Peralta that your house is located so very close to the street. This is most likely because of the reconfiguration of Paeo de Peralta and its location with respect to very public areas both the park nearby and the park across at the martyr's walkway. On top of it you're using it as a residence which is also unusual in that particular location which is something that I think we want to encourage in our downtown. So, I am inclined to think that because of all of those very unique circumstances even though I do believe that this is not aesthetically a very good design solution to your difficulties; I'm not I'm not certain there is a really good design solution; you need a certain height where 4 feet will probably not be sufficient for purposes of your safety concerns. I would prefer it to be fenestrated in some way like picket fences are but that would also perhaps be a little averse to the safety issues that you have and in addition to safety it does seem that you do have some issues with respect to the maintenance of the road that's impacting on your property. The fencing all of which strike me as a little bit not as applicable to the immediate properties surrounding you which are commercial properties that are set back more from the street and therefore can accept that kind of more aesthetically appealing picket fence. So, I do think with the precedence we've set in some of these other cases that your circumstances may be unique enough to suggest that we should grant an exception, I don't know how the rest of the board feels. I think they might feel different but if we were to go down that path is there any kind of a compromise that can be reached from what you have right now such as any kind of lowering of the fence that would still give you sufficient privacy? I mean I note for one thing it's a fairly it's cut straight across as far as the top of the fencing goes. You probably know that we usually mandate that there be staggering of the latillas which hasn't happened here. If it were staggered by three or four inces would bring some of the height down. So, I'm wondering if you could live with something that's more like a 5-foot coyote fence or a 5ft. or 5ft 2in. coyote fence with some staggering involved. Also, we could suggest that you and could also add plantings on top of the fencing, which will bring it up in height. This is one of the things that our fence guidelines permit or even suggest and encourage as a possibility for privacy purposes without it being so dramatic from the point of view of the passerby.

Chair Rios stated she thought Stephanie indicated that there was another possibility of another type of fence and then asked Ms. Beninato if she heard her say that.

Ms. Beninato stated that was not correct and what she said was that the gate is a different material than the fencing to try and visually break up the coyote fencing. She believed her client would be willing to make it irregular, but she doesn't think a 5'-2" is sufficient and anything less than that doesn't give protection. She thinks 5'-5" might work with a couple of inches variations, but nothing less than that will give the protection needed. Generally, she likes lower fences as well, but she believes as it was stated this is a unique situation and all the other properties are being rented out and not needing the same exception.

Chair Rios clarified that Ms. Beninato said 5½'.

Ms. Beninato stated 5'-6" but not 3" or 4" in variation, so 5'-4" or 5'-6" will give Ms. Espensen the safety she needs.

Ms. Lamboy stated in reference to the width of the street she presented the 1930 Sanborn map and stated that when it was Hillside Avenue you could see the subject property at that curve and the street neck down to 28 feet but here it was 30', So the street itself in its width has not changed very much over time.

Member Biedscheid stated she does believe there are a few other residential properties on this street, especially at the intersection of Otero and Paseo De Peralta which have fences that are higher but are fenestrated on the top with wrought iron. This fence, the material is definitely out of character for the streetscape. A fenestrated fence or even a wire fence would be more appropriate so that it could be seen through. She doesn't think there's a wall that's even 3' on this street. It's very out of character but she does understand the safety concerns. She doesn't think this is the right solution for that.

PUBLIC HEARING

Mr. Mann stated that his family also lives in a house built by the Anton family on 618 Paseo De Peralta and the 4-foot white fence has been there for 36 years. The history of the Anton family built both houses around 1900 and 1912. He recently talked with Waldo Anton who is now 97 years old, and they discussed the house that he grew up in. He also spoke with Sarah Melton who had lived in the area, stated she spoke for the houses because the houses didn't have a voice. He's heard a lot discussion about what someone needs and how in fact it will dimmish the historic character of a contributing structure. His structure where he resides is contributing, the house next door is significant, and it is his understanding that Ramon Sarason delivered Ms. Espenson a report telling her what style and height the fence would need to be. He personally objects to the coyote fence, as it is ugly on a primary façade, and it would diminish the architectural and historic view of their properties. The idea that you can put that fence up and then plead necessity puts a personal need ahead of a federal historic structure and I personally feel that all that testimony about need should be put aside and to the point made that she's the only one who lives there we have a tenant living upstairs. I lived up there. We raised our child there. I certainly understand people's necessity for security, but do we want to sacrifice the way a building looks and maybe have the federal government look at the way we maintain our historic district and say we're willing to compromise so easily. I'm sorry I wish that it could be a win-win when you deliberately say I didn't know I needed a permit. However, that's no excuse.

John Eddy, previously sworn, stated that on occasion you do get cases like this and one thing that needs to be said is that this house is too close to Paseo De Peralta. The

biggest problem being its 6’ away from the curb of this street and that will continually be affected by weathering of the traffic on that road. As we keep repaving the roads they continue to get higher, extenuating the potential damage being splashed onto this fence and house. He is very conflicted and thinks the needs of the people living in houses should be addressed and is a valid concern.

Ms. Beninato stated she wanted to clarify that she has known many contractors who do not get permits even when they’re supposed to. Her client relied on a licensed contractor, Fabian Nava, who informed her that she didn’t need a permit. Her client was just given bad advice. She is being pushed and pushed that she has to have a picket fence which is actually not true. Ms. Beninato understands that some people may think that this (the coyote fence) doesn't really work, but this works in terms of maintenance. Ms. Beninato thinks this is one of the issues. Also when you look at the streetscape, it's not just the south side of the street it is the entire streetscape; north and south of that street. Overall, what you see are some retaining walls that are about 4’ high, a 10’ high retaining wall, for some distance, and then right across the street at Otero there's an 8’ retaining wall. So, if you're looking at the streetscape within 300’ from her property, you will see these high retaining walls that are massive. Ms. Beninato pointed out that as Member Bienvenue stated, it’s a unique situation.

BOARD DISCUSSION/ACTION:

Member Degnan asked Ms. Beninato for clarification that it was mentioned that perhaps it would be amendable, or agreeable to a 5’-6” fence to satisfy to some extent their concerns.

Ms. Beninato said yes, they believe a 5’-6” for the safety concern could still be effectively met. Her client is even willing to make it vary every couple of inches so it would be the 5’-4” to the 5’-6”.

Member Degnan moved to suggest that the fence be amended or adjusted or redone lowered to 5’-6”. No second was given so the motion died.

Member Bienvenue stated he has had concerns as the hearing has gone forward about trying to do a redesign on the fly because the issues are both height and the materials. He thinks a compromise solution can be reached someplace but it is going to have to address both the height the materials and some kind of fenestration because it really is very important section of our historic district where this is located. I do think that some design work on the part of the applicant in conjunction with staff is probably the only way we're going to be able to find a solution that would be acceptable to all of the Board members. So unfortunately, I think that leaves us in my mind no choice but to deny the application as submitted with the hope that the applicant will resubmit with a new proposal that will address their legitimate concerns in a manner that will be acceptable

to staff.

MOTION: In Case 2024-009478-HDRB, 614 Paseo de Peralta, Member Bienvenue moved that findings be entered by adopting the reasoning set forth in staff's report that the exception criteria have not been made met, for the application as submitted and the fence as currently existing and that the application therefore be denied without prejudice to a resubmittal. Member Mather seconded the motion.

VOTE: The motion passed by (4-0) roll call vote with Members Mather, Degnan, Biedscheid and Bienvenu voting in favor and none voting against.

Chair Rios explained after the motion that this had been denied but without prejudice, which means that you can come back before the board with a different application that's indicates exactly the kind of material you're going to use, the exact height, or you can appeal it to the city council.

Ms. Beninato stated that's right because what the Board is asking her to do is take down the coyote fencing even though her property has coyote fencing on it now. You don't want the same fencing that she actually has all over her property she's supposed to do a new type of fencing and then asked if that's what they're stating and would not approve a coyote fence.

Chair Rios stated she did not hear that in the motion.

Ms. Beninato then stated the Board said something about the materials being unacceptable.

Chair Rios stated she believed that was a personal statement she gave earlier in case and asked Member Bienvenue for clarification.

Member Bienvenue stated his motion stated but I did say that there were concerns with respect to both height and materials and that I would hope that the applicant could address those concerns and redesign. That doesn't mean there is direction as to what material materials have to be, or what the exact height needs to be. I truly believe something can be designed here that will meet the needs of your client as well as the board and the staff but and I'm not and purposefully did not want to get involved in trying to design from this perspective which is you came in you asked for exactly what you have and that's been denied. There may be someplace other that you can find a solution that the board will approve.

Ms. Beninato stated she wanted clarity that the board was basically rejecting the coyote

material because it's being said that they should look at other material and proceeded to ask if that is correct.

Chair Rios stated that options are open in other words if they would want to resubmit with that then she does not know if the applicant would get a denial. The Board is just saying there's other options.

Ms. Beninato stated that was not much direction.

Ms. Lamboy stated this case has gone to municipal court and the Applicant is before the Board based on some direction that this be considered by the H-Board. Since this particular design was denied, Ms. Lamboy would like to just communicate to the applicant that they can come back to the Board within 90 days, or remove their fence within 90 days. She wanted to provide them with some parameters, as to what the next City action would occur since it is being considered by the Court. She stated Mr. Frank Ruybalid could affirm they have three months either to come back to the Board, or then they will need to remove the fence to comply with the code.

Mr. Ruybalid stated as he understood at that time. He asked if a red tag had been issued.

Ms. Lamboy stated yes, and a citation to Municipal Court, so the applicant has been to court already regarding this issue.

Mr. Ruybalid stated he would have to look at the Municipal Court order, he didn't know what the municipal court order said.

Ms Beninato stated she just wanted it to be on record that her client is being treated differently in this manner than many other people.

Mr. Ruybalid stated this was out of order.

Chair Rios stated this case was over and thanked them for stating their concerns and stated to have a discussion with Staff and they will guide them through the process.

To view the entire recording of this hearing, ***see*** the YouTube video at:
https://www.youtube.com/watch?v=Vk1h9FgJWNQ (2:36:54 – 3:51:11)

6. **2024-009479-HDRB, 710 Canyon Rd., Downtown & Eastside Historic District, Contributing,** Conron & Woods Architects, agent for Anna Marie Hamilton, owner, proposes to remove a portion of the portal, raise parapets, relocate a door, re-roof the portal and residence, replace skylights and

EXHIBIT D-1

City of Santa Fe, New Mexico

memo

DATE: **December 10, 2024**

TO: **Historic Districts Review Board Members**

FROM: **Lani McCulley, Senior Planner, Historic Preservation Division**

2024-009478-HDRB, 614 Paseo de Peralta, Downtown & Eastside Historic District, Contributing, Stefanie Beninato, agent for Miriam Leth Espensen, owner, proposes to construct a 5'-8" high coyote fence with pedestrian gates where the maximum allowable height is 4'-6". Exceptions are requested to 14-5.2(D)(9) to exceed the maximum allowable height.

REFERENCE ATTACHMENTS (Sequentially):

CITY SUBMITTALS

__x__ **District Standards & yard wall & fence standards.**

__x__ **Historic Inventory Form**

__x__ **Zoning Review Sheet**

____ **Other**:

APPLICANT SUBMITTALS

__x__ **Proposal Letter**

__x__ **Site Plan/Floor Plan**

__x__ **Elevations**

__x__ **Photographs**

__x__ **Other:** exception criteria

STAFF RECOMMENDATION:

Staff finds that the exception criteria of Section 14-5.2(D)(9) have not been met and does not recommend approval of the application as it does not comply with 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.

While the applicant is requesting an exception from the HDRB to the streetscape height standard of 4'-6", Section 14-5.2(C)(5)(a) states that, "*if the applicant requests approval of a height in the historic district that exceeds the underlaying zoning district requirement, the applicant shall first receive an exception to this Section 14-5.2. If approved by the historic district board, the applicant shall proceed to the board of adjustment for consideration of the proposed variance*."
The underlying zoning district for this property is Business Capital District East Marcy/East Palace (BCDMAR) which permits a maximum height of 4'-0" for fences, per Table 14-7.4 (A)-1.

Therefore, if the HDRB approves the exception, the applicant shall proceed to the Board of Adjustment for a variance to the standards of the underlying zoning. If the Board denies the exception, the applicant must produce a new proposal which complies with both the underlying zoning and historic design standards. One motion will be required in this case.

Sample motion:

A. Approve or deny Case #2024-009478 to allow an exception to 14-5.2(D)(9) to construct a coyote fence to a maximum height of 5'-8" where a maximum allowable height of 4'-6" is allowed.

BACKGROUND & SUMMARY:

The single-family residence at 614 Paseo de Peralta is listed as contributing to the Downtown and Eastside Historic District. The residence is a moderately pitched gabled roof, deep set windows, and a large bay of windows on the north where a porch has been enclosed. It is obvious that the northern portal was enclosed sometime after 1985 because the photo of the 1985 HCPI shows an open portal. There is no case for that enclosure on file with the Historic Preservation Division office.

The property has held several fences along the street frontage of Paseo de Peralta over the years. Figure 1, shows photographic proof of a blue board fence present from 2007 through 2014, and a wood framed wire fence present from 2015 through 2023. The new coyote fence was constructed in 2023. There is no record of an approval from Historic Preservation and there are no permits on record for the changes to the fencing over time.

The streetscape along Paseo de Peralta was built after the Anglo-American arrival and the houses in this area reflect the Anglo-American style of architecture, including low front yard fences. There is a consistent grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. The applicant's proposed coyote fence is not in keeping with this streetscape with regard to height and material.

Section 14-5.2(D)(c)(ii) states that, "*yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape*." While the Historic Preservation Streetscape calculation allows for a 4'-6" high fence, this property is located within the BCDMAR subdistrict. In this subdistrict, fences are further limited to a maximum height of 4'-0" per 14-7.4(A)-1 Table of Dimensional Requirements for Townscape Districts. Per Section 14-1.7 the more restrictive code would apply which means the maximum allowable height at this property is the 4'-0" height per zoning code for the BCDMAR.

Figure 1: Board fence 2007-2014, Wire fence 2015-2023, and Coyote Fence 2023

Section 14-5.2(C)(1)(a) states that, "*Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken.*"

A photograph from the 1985 HCPI (See Figure 2) illustrates that this house, like others in the streetscape, had low transparent fencing at the property line. Although it is difficult to discern the exact fence material, it is clear that historically the house had a direct relationship with the street as do other historic buildings in the streetscape.

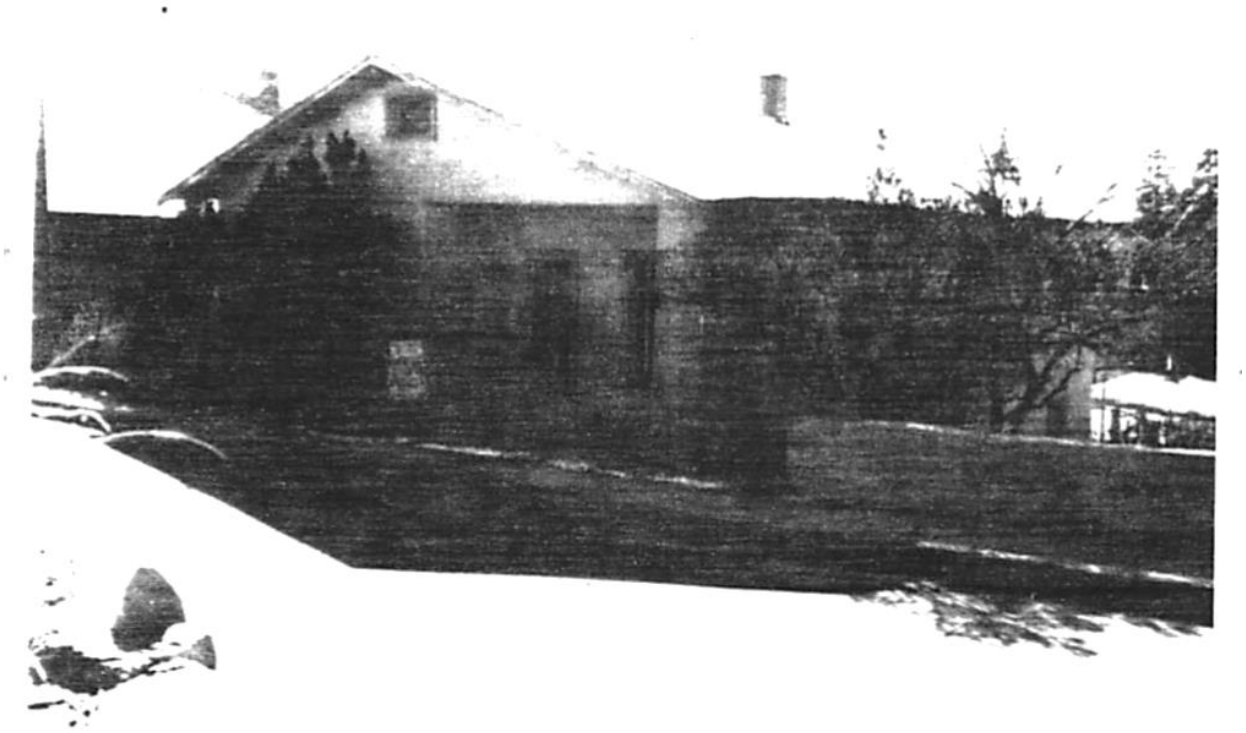


Figure 2: Photo from the 1985 HCPI

Section 14-5.2(D)(1)(a) states, "*The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied."*

The 5'-8" high coyote fence causes a disruption in how the structure relates to the streetscape and if allowed, poses a threat to the building's historic status and the legibility of the streetscape. Additionally, the townscape, as set forth in the BCD design standards for the East Marcy/E Palace subdistrict also identifies the unique nature of the streetscape by limiting the height of fences and/or walls to a maximum height of 4'-0".

The city's inspections office issued a Stop Work Order (red tag) in August 2023 for the construction of the coyote fence without approval from the HDRB, the Historic Preservation Division or a construction permit.

The applicant now requests approval of the coyote fence by proposing the following exterior alterations:

1) Construct a 5'-8" high coyote fence with two wood plank pedestrian gates (one on the street frontage and one on the side property line) where the maximum allowable height is 4'-6". An exception to section 14-5.2(D)(9) to exceed the maximum allowable height is requested.

EXCEPTION CRITERIA AND RESPONSES:

Exception to Section 14-5.2(D)(9): The applicant requests an exception to exceed the maximum allowable height of a fence.

(i) *Do not damage the character of the district;*

Applicant Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. There are 8 and 10 ft retaining walls less than half block away at the intersection of Paseo and Otero (NW and NE corners) and several coyote fences across the street.

Staff Response: Staff does not agree with this statement. The coyote fence as proposed damages the character of the district, is a violation so the streetscape standards and the underlying BCDMAR zoning standards. The heights of the walls and fences along this streetscape of Paseo de Peralta range in height from 24" (2'-0") and 108" (9'-0") and the walls and fences vary from retaining walls constructed of rock or stuccoed concrete masonry on the north side of the street. The tallest wall is a retaining wall with yard wall on top. The combination of a yard wall with retaining wall is allowed at a height greater than properties with no retaining wall. There is a grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. The south side of the street is lined with lower yard walls and fences with stepped heights or wrought iron creating an open fenestration of the yard wall, two picket fences, one wire fence, and at the edge of the streetscape there is a single coyote fence located on the Girls, Inc. Property. The Girls, Inc property is part of the Hillside streetscape rather than the Paseo de Peralta streetscape, and is visually disrupted from the property, as it is located around the curve from the subject property. Furthermore, the Girls, Inc. property is part of a different zone district than the subject streetscape.

Streetview images have been provided to illustrate the streetscape and context of yard walls and/or fences in the streetscape.

Figure 3: Streetview looking west

Figure 4: Streetview looking east

(ii) *Are required to prevent a hardship to the applicant or an injury to the public welfare;*
Applicant Response: The owner is and has been a full-time resident at the address since 1988 and in order to continue to reside there safely needs to raise the fence to its current built height. There have been several 911 calls and a break in at the residence which is located in close proximity to two parks-the Cross of the Martyrs and the Tommy Macione Park.

The owner had replaced a blue wood fence with a lower chain link fence that supported the older wire fencing in 2003. However, with the increase in trespass and robbery at her residence, the owner felt her only recourse was to replace the damaged wire fencing with a fence made of stronger material that will deter unwanted entries.

The coyote fencing will also be easier to maintain given the heavy barrage of salt that it gets in the winter due to the location of the residence at a curve and its extreme proximity to Paseo de Peralta.

Staff Response: This criterion has not been met. There is no hardship that is unique to this property; other residences/shops in the streetscape have direct access to the street. Through the establishment of the Downtown & Eastside Historic District and the adoption of the historic districts ordinances, it was determined by the community that the preservation of historic streetscapes and buildings is important to retain the overall character of Santa Fe.

The proposed coyote fence is a threat to the historic status of the historically contributing residence, and furthermore it disrupts the streetscape as is regulated by both the Historic Districts Ordinance and the Business Capitol East Marcy/East Palace subdistrict standards.

(iii*) Strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts;*

Applicant Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. The increased height will allow the continued use of the structure as a residence since it will increase the owner's personal safety and decrease maintenance costs.

Staff Response: The Applicant's response does not address the approval criteria. While safety and security are concerns for all residents within the city, they are not a valid reason to violate the height and preservation standards established in the ordinance, which inherently considers the welfare and safety of residents. Other security measures could be employed that would not violate the ordinance.

(iv) *Are due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape;*

Applicant Response: Other structures have more setback from the street. This lot lost most of its setback when Paseo de Peralta was created in the 1960s. Additionally this structure is the only one that still serves as a live workspace, which has been the historic use of these homes since the 1960s.

Staff Response: The Applicant's response does not address the approval criteria and staff disagrees with this statement. While most of the properties on the north side of Paseo de Peralta are set back further from the road, all the properties on the south side of Paseo de Peralta are set back similarly to the subject property. The setback is not peculiar to this lot. Staff does recognize that some of the properties are commercial such as the art galleries, but the use of the property can change and is not peculiar to the land or structure, other uses are permitted, and other structures could be converted to live work as well, or the existing property could be similarly repurposed.

Street map and aerial images have been provided to illustrate the streetscape and context of yard walls and/or fences in the streetscape.

Figure 5: 1912 Kings map of the vicinity

Figure 6: 1957 Aerial of the vicinity

(v) *Are due to special conditions and circumstances which are not a result of the actions of the applicant; and*

Applicant Response: The owner is not responsible for the rise in property crime and drug use. Her property is located near two parks which at times serve as magnets for these types of behavior.

Staff Response: The Applicant's response does not address the approval criteria. While staff recognizes that the property owner is not responsible for crime rates, the presence of crime or an incidence of crime is not a justification to violate the preservation or height standards of the ordinance, which is the law of the city. All residents may consider responsible and code compliant safety measures to secure their homes and businesses. The applicant should be held to the same standard as all other structures in the streetscape, which must follow the height and design restrictions set in the ordinance. It should be noted that this exception request is due to the action of the applicant to build a fence without a permit and Historic Districts Review Board approval. Had the applicant proceeded through the typical review process there may not have been a need for this request.

(vi) *Provide the least negative impact with respect to the purpose of this section as set forth in Subsection 14-5.2(A)(1).*

Applicant Response: The owner understood from the contractor that if she kept the fence below six feet, she would not need a permit. She deliberately kept the fence to 5 ft 8 inches for its entire length whether on the street or on a sideline. It is the minimum she feels will deter entry onto her property from Paseo. The type of material being used is compatible with the existing streetscape. There are fences and walls in close proximity that are or will be higher

Staff Response: The Applicant's response does not address the approval criteria. The applicant and her contractor are not in a position to set the rules for permitting, or for height standards and design standards within the historic district, and ignorance of the appropriate processes and standards is not valid justification for violating those standards.

The proposed coyote fence negatively impacts the historic streetscape and a design that does not negatively impact the streetscape has not been considered or proposed by the applicant.

APPROVED AS TO FORM BY THE PLANNING AND LAND USE DEPARTMENT:

Title	**Name**	**Initials**
Department Director	Heather Lamboy	HLL
Assistant Department Director	Maggie Moore	MRM
Planning Manager	Gary Moquino	GM
Planner Senior	Lani McCulley	

Attachment B
NEW MEXICO HISTORIC BUILDING INVENTORY FORM

H3011

building threatened? yes	surveyed date 2/85 by HMW	county SANTA FE	ID no. 051610400
field map SFHD #1	number 400	UTM reference zone 12 13	easting northing

location description: 614 Pº de PERALTA

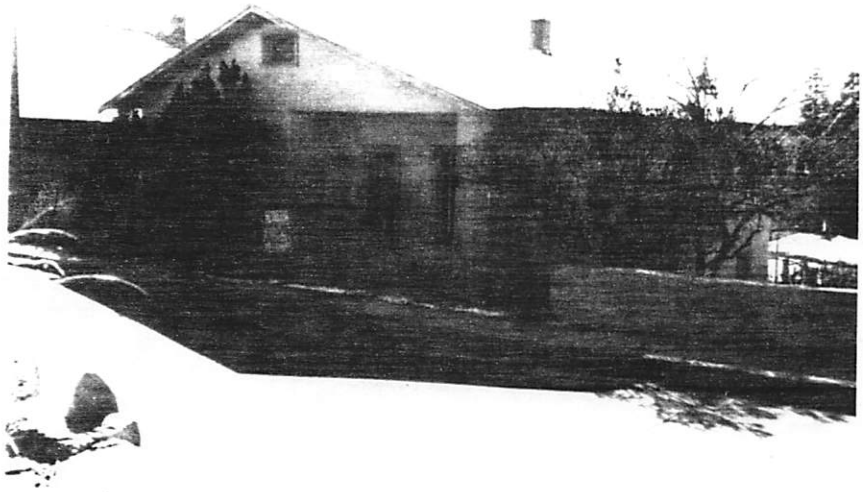
city/town: SANTA FE

land grant/reservation: ~~land grant/reservation~~

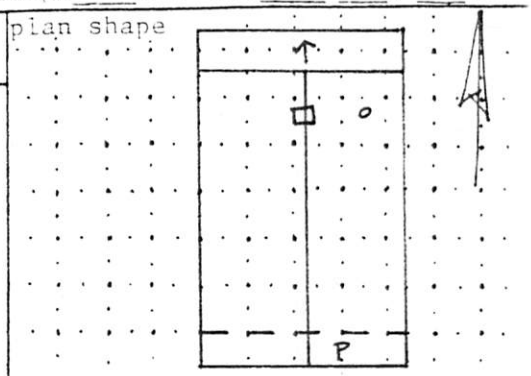
building name:

legal description: tnsp ___ N S range ___ E W sec ___ ¼ ¼

film roll by HMW no. SFHD 17	negative nos. 27	loc. of neg. HPB



plan shape



date of construction: 1912-30 estimate ___ actual

source: KING'S, SANBORNS

use
present: residential
other:
historic: residential
other:

condition
___ excellent X good
___ fair ___ deteriorating

degree of remodeling
___ minor ___ moderate ___ major
describe:

style: BUNGALOW

wall material/surface: ADOBE/ STUCCO

architectural features: 1 S IN FRONT 2 IN REAR. MOD. PITCH FRONT GABLE RF W/ PORCH RECESS'D IN BLDG VOL. SMALL 4-LIGHT WD WDW W/ WD SURROUND IN GABLE 2 SGL 1 SMALL/ 1 LARGE D.H. WD WDWS W/ STUCCOED LUG SILLS; SGL LEAF SGL LARGE LIGHT WD. DOOR. PORCH CARRIED ON CORNER STUCCOED PIER, CONC. FLOOR. SIDES: 1/1 D.H. WD, SGLS & TANDEM, 1 4/4 WD CASMT ALL W/ STUCCOED LUG SILLS. BASMT SIDES: 4 & 6 PANE HOPPERS, WD.

comments: REAR: WD PORCH AT UPPER LEVEL ENCLOSED W/ FRAME CONST & 2 BANDS OF 4 4-LIGHT WD WDWS, CARRIED ON IRON POSTS BELOW, FORMING OPEN PORCH W/ GARAGE DOOR.

surroundings: COMMERCIAL/RESIDENTIAL

relationship to surroundings
X similar ___ not similar

district potential
___ yes ___ no

significance
___ eligible X of interest ___ none

if eligible, why? CONTRIB.

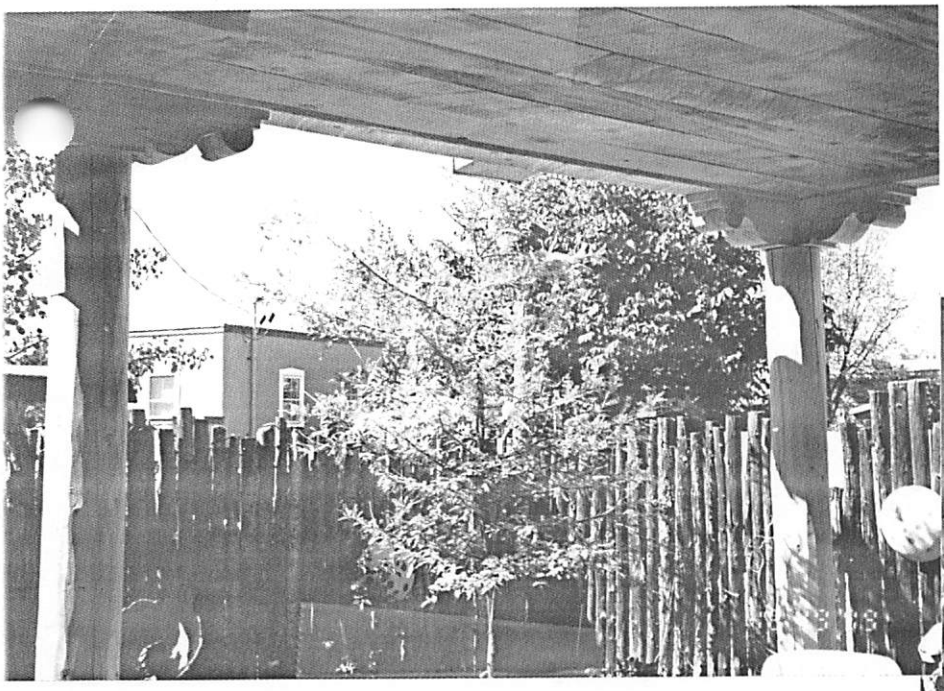
associated buildings? ___ yes
what type?

if inventoried, list ID nos.

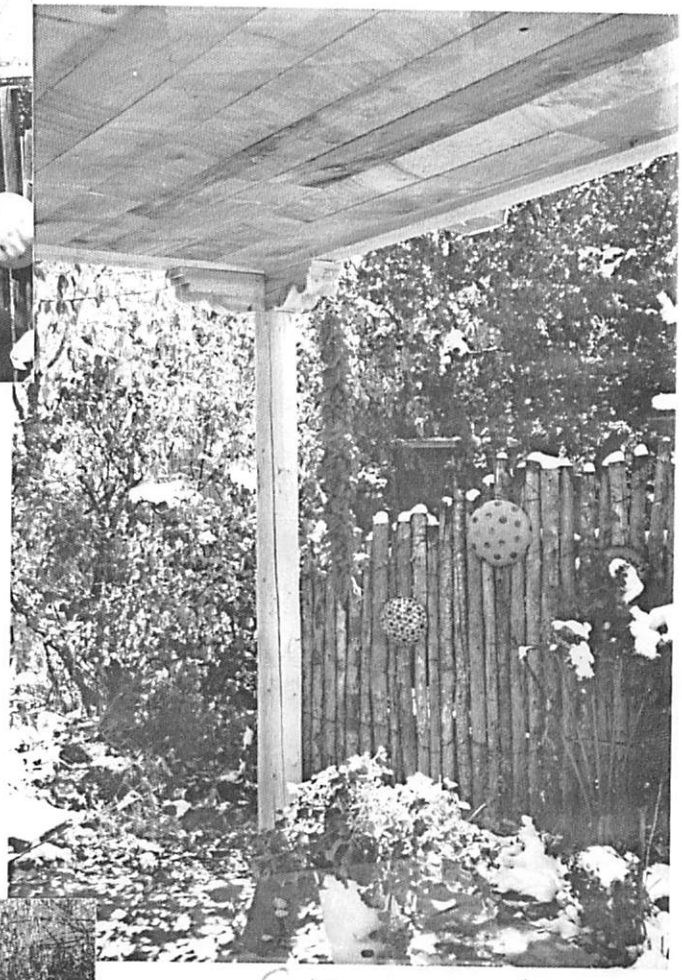
see back ___ yes

EXHIBIT D-2

H-99-211
614 Paseo de Peralta



SW View



SE View

View from Loma Lane

Preliminary Zoning Review Worksheet

City of Santa Fe Land Use Department

To Be Completed By Applicant:

Date Submitted: 10/1/24 Miriam ~~Espenson~~ Leth-Espenson

Property Owner of Record: Leth-Espenson Trust

Applicant/Agent Name: Stefanie Beninato

Contact Person Phone Number: 505 988 8022

Site Address: 614 Paseo de Peralta

Proposed Construction Description: new fence

TOTAL ROOF AREA: 1530 / 3955 (lot size)

Zoning District: BCDE4S

Lot Coverage: 39 %

□ Open Space Required: ____

Overlay: □ Escarpment ____
□ Flood Zone*
□ Other: Downtown/Eastside Historic District

Setbacks: N/A
Proposed Front: ____ Minimum: ____
2nd Front? ____
Proposed Rear: ____ Minimum: ____
Proposed Sides: L ___ R ___ Minimum: ____

Submittals Reviewed with PZR:
☒ Legal Lot of Record □ Development Plan □ Building Plans
□ Existing Site Plan ☒ Proposed Site Plan ☒ Elevations

Height: Proposed 5' 8"
Maximum Height: 4' 8" or
☒ Regulated by Historic Districts Ordinance
□ Regulated by Escarpment District

Supplemental Zoning Submittals Required for Building Permit:
□ Zero Lot Line Affidavit N/A

Access and Visibility: □ Arterial or Collector** N/A
□ Visibility Triangle Required

Parking Spaces: N/A
Proposed ____ Accessible ____
Minimum: ____

Use of Structure: ☒ Residential
☒ Commercial Type of Use: yarnshop, gallery

Bicycle Parking**: N/A
Proposed: ____ Minimum: ____

Terrain: □ 30% slopes N/A

* Requires additional review conducted by Technical Review Division
** Requires additional review conducted by the Traffic Engineering Division

** Commercial Requirement

THIS REVIEW DOES NOT GRANT ZONING APPROVAL FOR BUILDING PERMIT. FINAL ZONING REVIEW WILL BE PERFORMED AT THE TIME OF BUILDING PERMIT APPLICATION.

Stefanie Beninato [□OWNER □APPLICANT ☒AGENT]
PRINT NAME

hereby certifies that the information provided for preliminary zoning review is accurate and will not be modified without consulting Land Use Department staff prior to submittal for Historic Districts Review Board review.

Stefanie Beninato 10/1/24
SIGNATURE DATE

2024-009432PAR

To Be Completed By City Staff:

Additional Agency Review if Applicable:

□ Escarpment Approval by ____ Date: __/__/__
□ Flood Plain Approval by ____ Date: __/__/__
□ Traffic Engineering Approval by ____ Date: __/__/__
Notes: ____

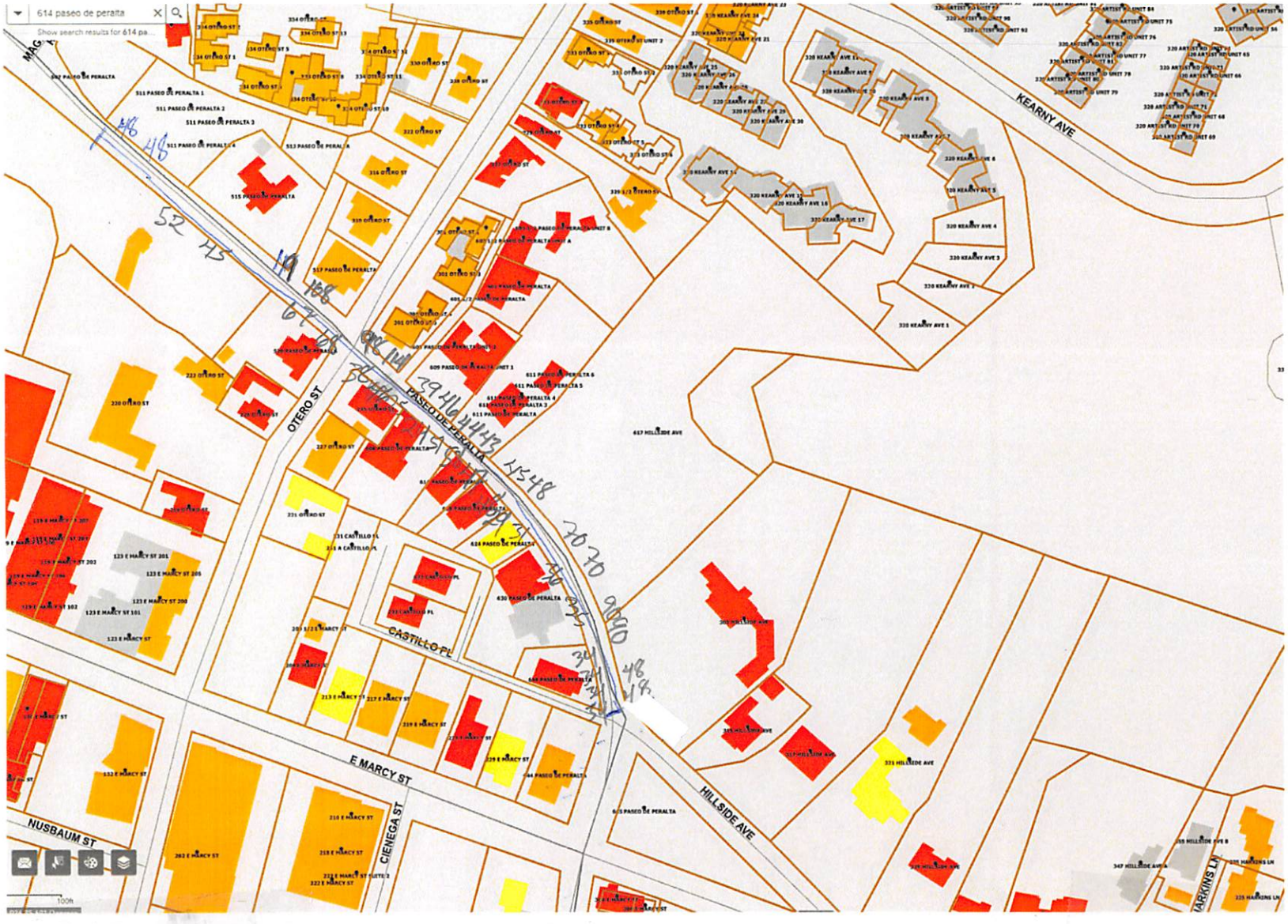
Zoning Approval:

□ Preliminary Approval ☑ with conditions □ Rejected

Comments/Conditions: Legal lot of record provided
Proposed 5'8" fence requires a variance from the Board of Adjustment before permitting per 14-7.4(A) Table of Dimensional Requirements for Townscape Districts for East Marcy/ East Palace

REVIEWER: Rebekah Clouser DATE: 11 / 6 / 2024

Original color form must be submitted with Historic Districts Review Board (HDRB) application packet.



Fence/Wall Height
Calculation for
614 Paseo de Peralta

Total: 2052
Count: 38
Average: 54"
Maximum Allowable
Height:
54" or 4'6"

48 48 119 108 98 114 39 46 44 43 45 48 70 70 90 90 48 48 52 45 67 68 38 46 25 24 51 58 47 48 29 31 36 35 34 34 34 34 54

2007-2014

2015-2023

August 2023

Streetscape looking west from neighbor to the east to the stop sign and then beyond the stop sign

Streetscape looking east from the residence

614

614

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	$ 1.63
Certified Fee	4.35
Return Receipt Fee (Endorsement Required)	3.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 9.53

SANTA FE NM 87501 JAN 12 2024 Postmark Here

Sent To: Leth - Espensen Trust
Street, Apt. No.; or PO Box No.: 614 Paseo de Peralta
City, State, ZIP+4: Santa Fe, NM 87501-1957

PS Form 3800, January 2001 — See Reverse for Instructions

7002 0510 0003 6710 6901

HIS SECTION ON DELIVERY

☐ Agent
☐ Addressee

(Printed Name) | C. Date of Delivery

Received
JAN 16 2023
Stephen Bartels
NM Taxation & Revenue

ddress different from item 1? ☐ Yes
r delivery address below: ☐ No

Mail ☐ Express Mail
d ☐ Return Receipt for Merchandise
Mail ☐ C.O.D.

elivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 — Domestic Return Receipt — 102595-02-M-0835

Case Number: BLD-002116-2024
Case Type: Building
Date Case Established: 01/11/2024
Compliance Deadline: 02/22/2024

Santa Fe, NM 87501

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 02/22/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

City Copy

Kevin Smith

USPS TRACKING #

9590 9402 5883 0038 0555 99

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Santa Fe
200 Lincoln Ave
Santa Fe N.M. 87504
Anthony Maestas

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Miriam Lethgoensen
614 Paseo de Peralta
Santa Fe N.M.
87501

4-24-24
4-24-24

9590 9402 5883 0038 0555 99

2. Article Number (Transfer from service label)
7013 0600 0000 5934 2028

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
if YES, enter delivery address below: ☐ No

M. Leth-Espensen
4/13/24

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

City of Santa Fe

0654

P.O. Box 909, Santa Fe, New Mexico 87504-0909

HISTORIC PRESERVATION DIVISION / NOTICE OF VIOLATION

☒ City Initiated ☐ Citizen Complaint

NAME: / PHONE:

ADDRESS:

DESCRIPTION

Unapproved coyote fence at place of residence

NEEDS Approval from Historic Preservation and construction permit

MAY result in fines and court appearance

Historicpreservation@santafenm.gov

NAME OF VIOLATOR: PHONE:

ADDRESS: 614 Paseo De Peralta

☒ 14-3.10 construction	Building Permits	☐ 14-8.10 (H) (19)	Permits Required (Signs)
☒ 14-8.5	Walls and Fences	☐ 14-8.10 (H) (23)	Sandwich Signs; Prohibition
☐ 14-8.10	Signs	☐ 14-8.10 (H) (29)	Price Reduction Signs
☐ 14-8.10 (A)	Applicability (Signs)		
☐ 14-8.10 (H)	Special Sign Regulations in the Historic Districts		
☐ 14-8.10 (H) (4)	Prohibited Locations		
☐ 14-8.10 (H) (12)	Signs; Awnings, Flags, Banners		
☐ OTHER	You are in violation of the following City Ordinance:		

NOTICE OF VIOLATION

HPE01.indd 06/09

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. **"Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a seperate offense, except where otherwise provided."**

DATE: 2/23/24 TIME: 14:11 ☐ AM ☒ PM

REINSPECTION DATE: 3/8/24 INSPECTOR Anthony MAESTAS

PHONE NO.: 505-955-6577

COSF 0066

Page 0 of 20

YARN

MCCULLEY, LANI J.

From: LAMBOY, HEATHER L.
Sent: Monday, December 2, 2024 7:37 PM
To: MOORE, MARGARET; MOQUINO, GARY S.; MCCULLEY, LANI J.
Subject: FW: Your facts differ from my client's 614 Paseo de Peralta

Follow Up Flag: Follow up
Flag Status: Flagged

Hi all,

I think we need to provide some background on the red-tag process and how Ms. Leth-Espensen has been a scofflaw. That is an important point to share with the HDRB. Please see below.

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

From: LAMBOY, HEATHER L.
Sent: Monday, November 4, 2024 12:25 PM
To: Stefanie Beninato <info@nmmediate.com>
Cc: info@havephd-willtravel.com; VENDITTI, CARLY A. <cavenditti@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; MOQUINO, GARY S. <gsmoquino@santafenm.gov>; HIBNER, KYLE J. <kjhibner@santafenm.gov>; CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
Subject: RE: Your facts differ from my client's 614 Paseo de Peralta

Hi Stefanie,

This is the link that I was referring to – the file size was too large to send via email.

Here's the attachment as a link for your review:
Citations and Photos 614 PdP.pdf

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

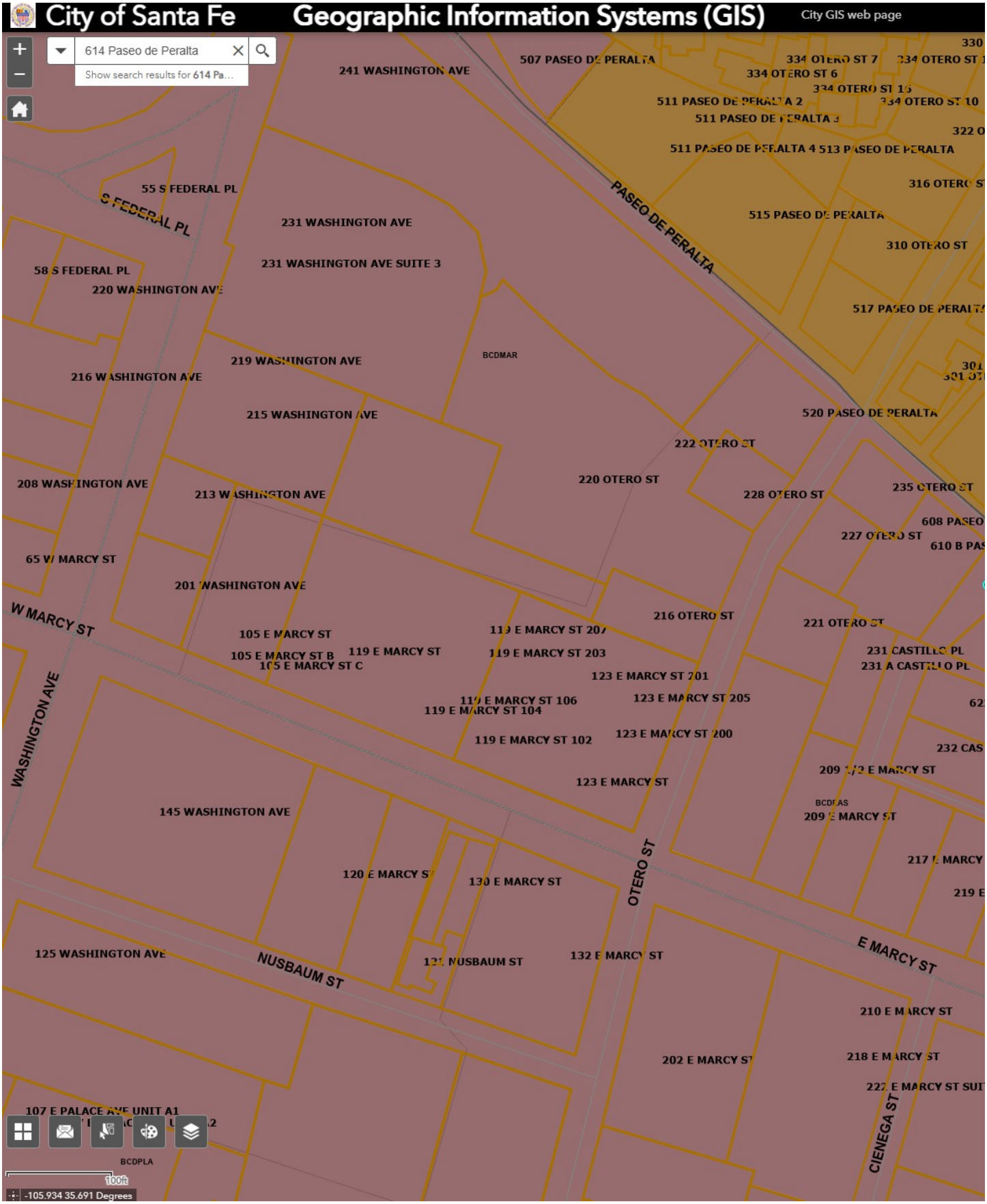
CITY OF SANTA FE
PLANNING & LAND USE

From: LAMBOY, HEATHER L.
Sent: Wednesday, October 30, 2024 5:51 PM
To: Stefanie Beninato <info@nmmediate.com>
Cc: info@havephd-willtravel.com; VENDITTI, CARLY A. <cavenditti@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; MOQUINO, GARY S. <gsmoquino@santafenm.gov>; HIBNER, KYLE J. <kjhibner@santafenm.gov>; CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
Subject: RE: Your facts differ from my client's 614 Paseo de Peralta

Good afternoon, Stefanie,

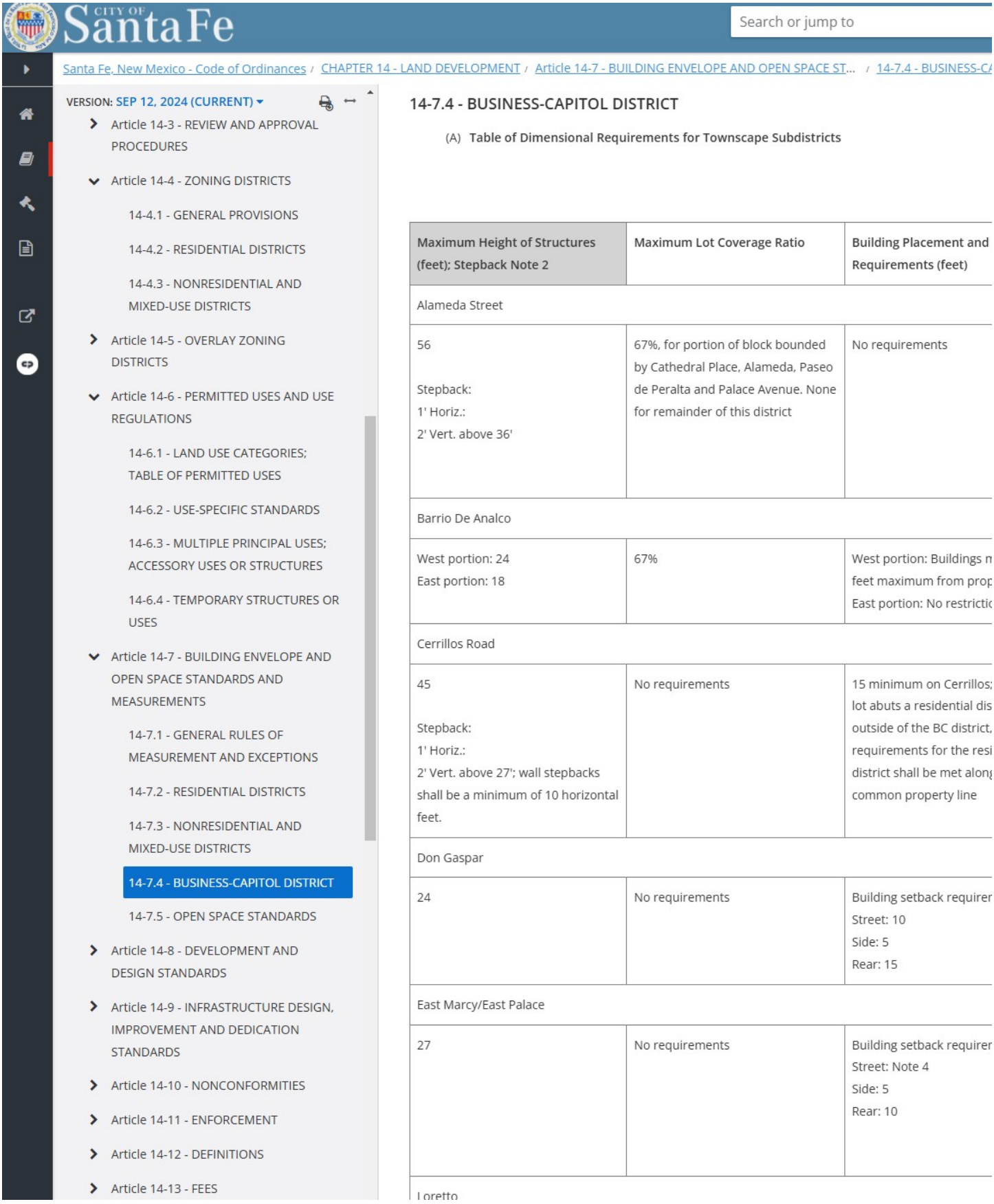
The property was red tagged by Kevin Smith, a citation was given by Anthony Maestas, and finally a citation referring the matter to court was issued (please see file link below with the paperwork).

While Paul may have assisted Ms. Leth-Espensen with scanning some paperwork, she did not do anything further. The first step is to obtain a preliminary zoning review (PZR) to assure that the proposed use and height is permitted in the zone district. The Code reference that Ms. Clouser cited has to do the with Business Capitol District (BCD) zone district standards. We do not accept an application without the PZR form, as that communicates that Current Planning has reviewed the proposal and that there are no zoning issues. The map below is from the City's Geographic Information Systems (GIS) zoning map, a link to which can be found on the City's website: https://gis.santafenm.gov/portal/apps/webappviewer/index.html?id=8cbbefaf87d44d99b4f379564e9f3c83. On a related matter, the Girls Inc property is in an R-2 zone district and not subject to the same standards as the East Marcy/East Palace BCD subdistrict.



As you can see, the subject property is in the Business Capitol District. The subdistrict is East Marcy/East Palace. The BCD has many subdistricts which reflect the unique character of each district; for example,

a subdistrict for the Capitol campus, Cerrillos Road, Don Gaspar, etc. The table of dimensional standards for the BCD Zone District can be found in Section 14-7.4(A) SFCC 1987. https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE_ART14-7BUENOPSPSTME_14-7.4BUPIDI



14-7.4 - BUSINESS-CAPITOL DISTRICT

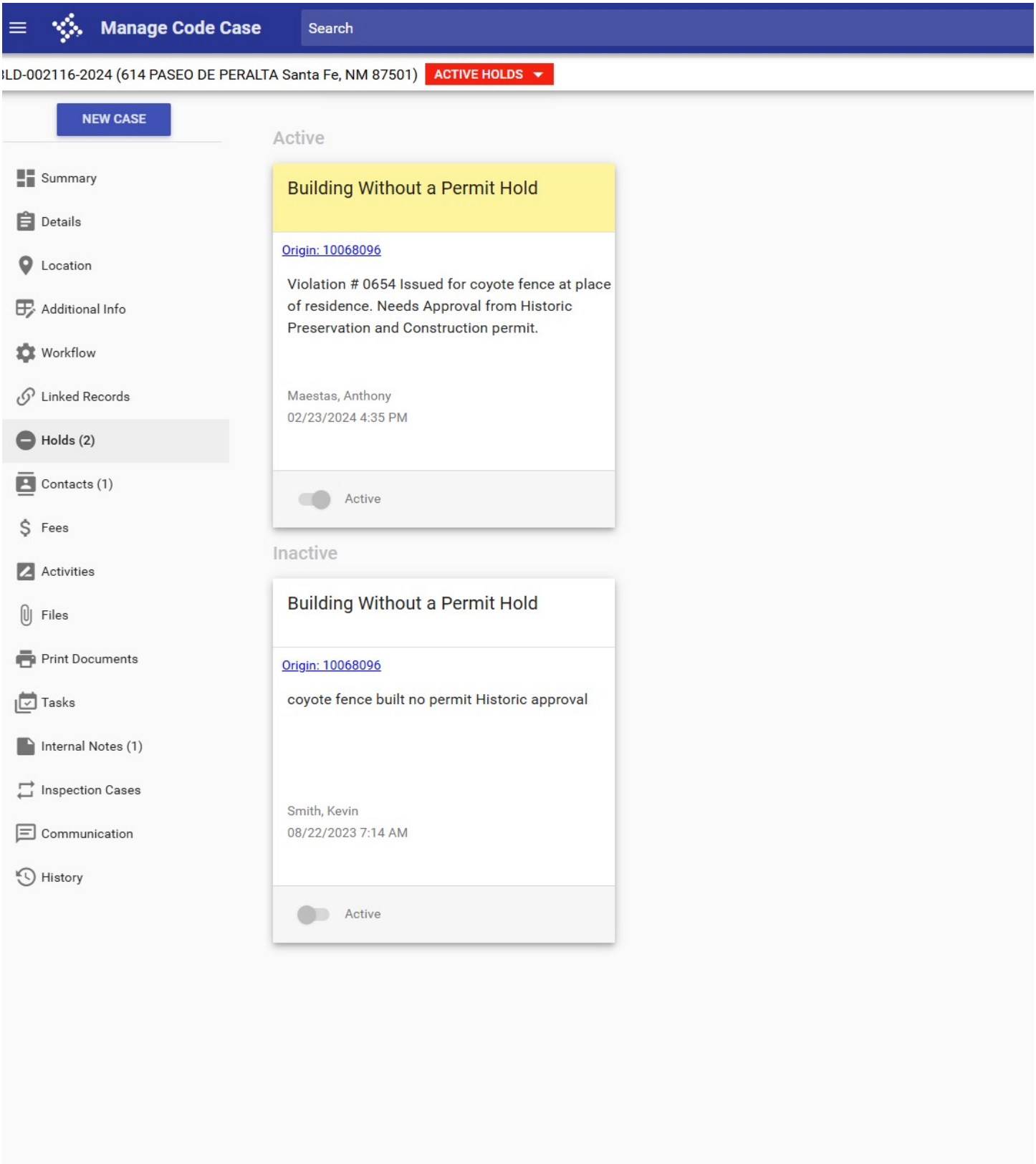
(A) **Table of Dimensional Requirements for Townscape Subdistricts**

Maximum Height of Structures (feet); Stepback Note 2	Maximum Lot Coverage Ratio	Building Placement and Requirements (feet)
Alameda Street		
56 Stepback: 1' Horiz.: 2' Vert. above 36'	67%, for portion of block bounded by Cathedral Place, Alameda, Paseo de Peralta and Palace Avenue. None for remainder of this district	No requirements
Barrio De Analco		
West portion: 24 East portion: 18	67%	West portion: Buildings n feet maximum from prop East portion: No restrictic
Cerrillos Road		
45 Stepback: 1' Horiz.: 2' Vert. above 27'; wall stepbacks shall be a minimum of 10 horizontal feet.	No requirements	15 minimum on Cerrillos; lot abuts a residential dis outside of the BC district, requirements for the resi district shall be met along common property line
Don Gaspar		
24	No requirements	Building setback requirer Street: 10 Side: 5 Rear: 15
East Marcy/East Palace		
27	No requirements	Building setback requirer Street: Note 4 Side: 5 Rear: 10
Loretto		

Ms. Leth Espensen was originally given a red tag by Kevin Smith (our Zoning Inspector) in August 2023 and January 2024. Anthony Maestas issued a citation on February 23 noting that Ms. Leth-Espensen had

not submitted an application and had not removed the fence. Anthony reinspected on April 26 and the fence remained and yet no application had been submitted. That is when Anthony referred this issue to municipal court. Since then, Assistant City Attorney Kyle Hibner has been processing this case. When the fence was originally constructed in August 2023 Constituent Services received a complaint from a community member, which was investigated and as a result the red tag issued.

Here is a snip from our computer system documenting dates:



We do try to work with applicants so they can come into compliance with the Historic Districts Ordinance. Over the past year, there have been several interactions with Ms. Leth-Espensen with staff as well as with the attorney at municipal court. Mr. Hibner shared with me that the judge most recently requested that Ms. Leth-Espensen make application to the City. As of yet, all that we have processed is a PZR. Even if the Historic Districts Ordinance permits a higher height, the underlying zoning permitted

height of 4 feet still applies; therefore, a variance to the height permitted by zoning (4 feet) will need to be reviewed and acted on by the Board of Adjustment. If a variance is granted, then the Historic Districts Review Board may then review the case.

Finally, you will find the application for a variance on this web page: https://santafenm.gov/land-use/current-planning/application-forms-and-fees.

Here's the attachment as a link for your review:
Citations and Photos 614 PdP.pdf

I hope this helps your understanding of the process and Code standards.

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

From: Stefanie Beninato <info@nmmediate.com>
Sent: Wednesday, October 30, 2024 9:04 AM
To: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>
Cc: info@havephd-willtravel.com; VENDITTI, CARLY A. <cavenditti@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; MOQUINO, GARY S. <gsmoquino@santafenm.gov>; HIBNER, KYLE J.

<kjhibner@santafenm.gov>; CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
Subject: Your facts differ from my client's 614 Paseo de Peralta
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Heather Apparently my client and her son have a difference of opinion with your staff. I don't see Paul Duran's name on this thread. He is the one who on 1 March 2024 sent Miriam's application in—I believe he helped her scan the documents. See email below
It should be noted that Ms Clousure is citing fence heights for E Marcy and E Palace. This property is not located on either street. It is located on Paseo de Peralta. There is a 4 ft 8 inch picket fence at 618 visible from the street.
Also Ms Leth-Espensen is adamant that her fence was never redtagged. I am not surprised since there are people in my neighborhood who have been reported for unpermitted work and NEVER redtagged such as at 1008, 1023, 1025 Don Diego and 1030 Don Cubero.
My goal is to move this case to a resolution so Ms Leth-Espensen can live there safely.
What is the next step? I would like a clear pathway to resolution—no changes seven months later…like going to BOA instead of Historic…
If it is really necessary to go to the BOA, why was your staff ready to schedule this for a HBoard meeting? Really it seems even with digitalized files the right and left hands in your dept do not know what the other is doing. Please send all necessary applications today to avoid even more delay. I have submitted the PZR application; perhaps you can find the 1 March 2024 H Board application or I can submit a new one. Otherwise please send correct application for variance with instructions.
Thank you
Stefanie Beninato

---------- Forwarded message ----------
From: Robert Kohn <rkohn@outlook.com>
To: Stefanie Beninato <info@nmmediate.com>
CC: Miriam Leth-Espensen <miriamsf@me.com>
Subject: FW: 614 Paseo del Peralta Historic Districts Application
Date: Tue, 29 Oct 2024 23:45:59 +0000
Message-ID: <BL0PR02MB3700C0CD36EF0D5B3F6804D3AC4B2@BL0PR02MB3700.namprd02.prod.outlook.com>

Dear Stefanie,

It is wrong for Heather Lamboy to say that Miriam supposedly caused delays because she supposedly "has not formally applied for a permit." (As stated by Ms. Lamboy in her email sent to lots of people on Oct. 28, 2024.)

Miriam applied for a permit on March 1, 2024. (Please see below.) Would you please consider noting this fact to Ms. Lamboy and her colleagues?

Thank you,
-Rob

From: Miriam Leth-Espensen <miriamsf@mac.com>
Date: Saturday, April 20, 2024 at 8:05 AM
To: Robert Kohn <rkohn@outlook.com>
Subject: Fwd: 614 Paseo del Peralta Historic Districts Application

Sent from my iPhone

Begin forwarded message:
From: Miriam Leth-Espensen <miriamsf@me.com>
Date: March 1, 2024 at 5:02:09 PM MST
To: "DURAN, PAUL A." <paduran@santafenm.gov>
Subject: Re: 614 Paseo del Peralta Historic Districts Application
Thanks for all your help.
Enjoy the week-end.
Miriam
Sent from my iPad

On Mar 1, 2024, at 4:16 PM, DURAN, PAUL A. <paduran@santafenm.gov> wrote:

Hi Miriam,

Attached is the historic districts application. I have sent a copy to the hpdsubmittal@santafenm.gov<mailto:hpdsubmittal@santafenm.gov>

Thank you for coming in today and have a great weekend,

Paul
<614 Paseo Del Peralta.pdf>

From: Stefanie Beninato [mailto:info@nmmediate.com]
Sent: Tuesday, October 29, 2024 5:30 PM
To: 'hllamboy@santafenm.gov'
Cc: 'info@havephd-willtravel.com'; 'cavenditti@santafenm.gov'; 'daesquibel@santafenm.gov'; 'gsmoquino@santafenm.gov'; 'kjhibner@santafenm.gov'; 'reclouser@santafenm.gov'
Subject: New Requirement for 614 Paseo de Peralta

LAMBOY, HEATHER Thank you for city's history of the case. Would you cite the ordinance re BCD height variations by variance? And also what zone is Girls Inc in since it just got an exception to raise the height of its coyote fencing beyond what is allowed by the HBoard. Same concerns as Ms Leth-Espensen.
Thank you
Stefanie Beninato

L. writes:

> Hi Stefanie,
>
> Many of the delays have been caused by Ms. Leth-Espensen. She has not
> formally applied for a permit even though the preliminary contact was
> months prior to Ramon leaving (the meeting was held on September 14,
> 2023). When he did not get timely responses from her, I even reached out
> to Eric Sommer as he was present at the initial meeting.
>
> As she has not done her due diligence, the zoning standards were not
> reviewed until this point. Previously we have only discussed the project
> as it relates to the height standards, preservation and design standards
> of the Historic Districts Ordinance. Chapter 14 clearly states the
> following: Section 14-5.2(A)(5):
>

> (5)Zoning District Regulations
> The property in an historic district shall be subject to the
> requirements, uses, and other regulations of the zoning district of which
> the property is a part, except for height as regulated in Subsection 14-5.2(D).
>
> Typically, the permitted height according to the Historic Districts
> Ordinance is lower than the permitted zoning district height. In this
> case, the BCD standards apply in addition to the Historic Districts
> Ordinance. The only body permitted to vary dimensional standards as set
> forth by the zone district is the Board of Adjustment. If she wants to
> maintain the current height, a variance will be required first and then
> the Historic Districts review board may approve this case.
>
> I am sure that you know that a non-conforming condition (the height of
> the fence she replaced) may not be created again with new construction.
> The non-conforming condition was removed with the removal of the previous fence.
>
> I have included a copy of the email correspondence that Gary and I sent
> to Ms. Leth-Espensen in September 2024 outlining the application process,
> which included the statement that she should apply for her PZR immediately.
>
> Finally, Ms. Leth-Espensen has regularly removed the red tags from the
> fence, which is not permitted according to Code. She has been severely
> deficient in her response to the red tags and citation.
>
> Sincerely,
>
> Heather L. Lamboy, AICP
> Director, Planning & Land Use Department
> 200 Lincoln Ave, Box 909
> Santa Fe, NM 87505
> (505) 470-5281
>
>
>
>
> -----Original Message-----
> From: info@swguides.com <info@swguides.com>
> Sent: Monday, October 28, 2024 10:11 AM
> To: CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
> Cc: info@havephd-willtravel.com; LAMBOY, HEATHER L.
> <hllamboy@santafenm.gov>; VENDITTI, CARLY A. <cavenditti@santafenm.gov>;
> ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>
> Subject: Re: 614 Paseo de Peralta PZR status
>
> CAUTION: This email originated from outside of the organization. Do not
> click links or open attachments unless you recognize the sender and know
> the content is safe.
>
>
> CLOUSER, REBEKAH The client is asking for an exception to the Historic
> standards. She does not want the fence to the accepted height of 4 ft 8

> inches. That is on the PZR application.
> Please can we go forward? This case has been open for over a year and
> delayed because of alleged staff shortages etc. Now it seems that you
> all are not in the loop on why this case is going to Historic.
> Thank you
> Stefanie Beninato
>
>
>
> E. writes:
>
>> Good Morning,
>>
>> Staff has received your legal lot of record for the property.
>> Per 14-7.4(A)-1 Table of Dimensional Requirements for Townscape
>> Subdistricts for East Marcy/ East Palace "Walls, fences, and hedges
>> permitted to maximum of 4 feet."
>> Please lower the proposed fence height to 4'.
>>
>> Thanks,
>> Rebekah Clouser
>> City of Santa Fe Land Use
>> Land Use Planner
>>
>>
>> The City of Santa Fe is initiating a review and update of the Land
>> Development Code, and invites you to participate!
>> Please visit http://www.santafeldcupdate.org/ to learn more, take our
> survey and join the mailing list.
>>
>>
>>
>> -----Original Message-----
>> From: info@havephd-willtravel.com <info@havephd-willtravel.com>
>> Sent: Friday, October 25, 2024 1:48 PM
>> To: VENDITTI, CARLY A. <cavenditti@santafenm.gov>
>> Cc: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>; CLOUSER, REBEKAH E.
>> <reclouser@santafenm.gov>
>> Subject: Re: 614 Paseo de Peralta PZR status
>>
>> CAUTION: This email originated from outside of the organization. Do
>> not click links or open attachments unless you recognize the sender
>> and know the content is safe.
>>
>>
>> VENDITTI, CARLY On Wednesday Dan Esquibel contacted you and sent you
>> verification of the legal lot of record status for 614 Paseo de Peralta.
>> Since that is the only item you pointed out as missing, I was
>> expecting the review to be approved shortly after you received that
>> confirmation. I am trying to make the 28 Oct deadline for the HBoard.
>> Please advise me of status of PZR Thank you Stefanie Beninato
>>

>>
>> A. writes:
>>
>>> Good morning,
>>>
>>> The PZR for 614 Paseo de Peralta is currently incomplete, please
>>> submit legal lot of record for the property so we may move forward with our review.
>>> https://sant/
>>> afenm.gov%2Fland-use%2Flegal-lot-of-record&data=05%7C02%7Creclouser%4
>>> 0
>>> santafenm.gov%7C34c15c891c784dc8bdc308dcf52dfb6a%7C77b69f5a55ed436386
>>> 1
>>> 64867b0bc707f%7C0%7C0%7C638654825426728306%7CUnknown%7CTWFpbGZsb3d8ey
>>> J
>>> WIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C600
>>> 0
>>> 0%7C%7C%7C&sdata=dermLbR4exoKYs4BNzN4W09%2BMFa%2FvrZrOHvdYPPJ%2F58%3D
>>> &
>>> reserved=0
>>>
>>> Thank you,
>>> Carly
>>>
>>> Carly Venditti
>>> Senior Planner
>>> City of Santa Fe
>>> cavenditti@santafenm.gov
>>> Cell: 505.795.0675
>>> Office: 505.955.6656
>>>
>>>
>>> [cid:17ece933-1a05-43f1-9654-eb3fc77f0440]
>>>
>>> The City of Santa Fe is initiating a review of the Land Development
>>> Code, and invites you to participate!
>>>
>>> Please visit
>>> http://www/.
>>> s%2F&data=05%7C02%7Chllamboy%40santafenm.gov%7Ca5c2b9bfcbf24b758eec08
>>> dcf76b1bcc%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C6386572872632
>>> 86508%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJ
>>> BTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=jhy2ioRmUsp5%2BQqN
>>> vBZLbLDgPVJm7UK9bCJtjwxufsk%3D&reserved=0
>>> antafeldcupdate.org%2F&data=05%7C02%7Creclouser%40santafenm.gov%7C34c
>>> 1
>>> 5c891c784dc8bdc308dcf52dfb6a%7C77b69f5a55ed436386164867b0bc707f%7C0%7
>>> C
>>> 0%7C638654825426743191%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLC
>>> J
>>> QIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=Tb
>>> G
>>> O6AKFHSqIbAt55Ov5CQRoLHsH0iIzDtjkSdn7zXk%3D&reserved=0<https://gcc02.

>>> safelinks.protection.outlook.com/?url=https%3A%2F%2Fgcc02.s%2F&data=0
>>> 5%7C02%7Chllamboy%40santafenm.gov%7Ca5c2b9bfcbf24b758eec08dcf76b1bcc%
>>> 7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638657287263304651%7CUnk
>>> nown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haW
>>> wiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=7pfnAj0cZPawwugsCH1mUmWSELtmU
>>> x3MoYBxAYQ19gc%3D&reserved=0
>>> afelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.santafeldcupdat
>>> e
>>> .org%2F&data=05%7C02%7Creclouser%40santafenm.gov%7C34c15c891c784dc8bd
>>> c
>>> 308dcf52dfb6a%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C6386548254
>>> 2
>>> 6753194%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiL
>>> C
>>> JBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=p2T6XjYU0HokSyQYZ
>>> 1 OSGTZOY8yxAQK7dG%2F0%2BZwJuT8%3D&reserved=0>
>>> to learn more and join the mailing list.
>>>
>>> _____
>>> From: Stefanie Beninato <info@nmmediate.com> on behalf of
>>> info@havephd- willtravel.com <info@havephd-willtravel.com>
>>> Sent: Saturday, October 19, 2024 4:41 PM
>>> To: Land Use Zoning Counter <zoningcounter@santafenm.gov>
>>> Subject: 614 Paseo de Peralta preliminary zoning review work sheet
>>>
>>>
>>> CAUTION: This email originated from outside of the organization. Do
>>> not click links or open attachments unless you recognize the sender
>>> and know the content is safe.
>>>
>>>
>>> Attached please find preliminary zoning review work sheet for 614 Paseo de Peralta.
>>>
>>> The owner built the fence based on bad advice of a contractor and is now seeking a permit.
>>>
>>> Photo attached shows already existing fence that is part of the subject of the permit.
>>>
>>> If you need anything else to complete the application, please let me know.
>>>
>>> I would like to help the owner move forward-she has been working on
>>> resolving the issue for over a year now.
>>>
>>> Thank you.
>>>
>>> Stefanie Beninato
>>>
>>> Agent for Miriam Leth-Espensen
>>>
>>> 505 988 8022
> Stefanie Beninato
> PO Box 1601
> Santa Fe, NM 87504

> 505 988 8022
>

EXHIBIT D-3

1 October 2024

Historic Design Review Board

Proposal Letter

Coyote Fencing at 614 Paseo de Peralta

The owner mistakenly put up a 5ft 8 in coyote fence based on the advice of the contractor (FabianNava) who installed the fence.

It is made of wood coyote fencing approximately 2 inches in diameter. The frame is 2 3/8 steel vertical bars placed every 4 feet and 1 inch steel pipes for the cross bracing at top and bottom of fence. Bracing is on the inside of the fence as it faces the street. The vertical bars are placed in 2 ¾ inch steel pipes in the ground. On the W side, there is 15 ft of coyote fencing starting at the corner of Paseo de Peralta that is connected by a 5 ft extension to the residence. The elevation drops sharply at this point on the W side. The fence extends the 35 ft length of the property facing Paseo de Peralta with a white-painted, three-foot wide, solid wood gate with a curved top placed approximately midway down that line. The fence then angles behind a utility pole and extends another 60 feet with the elevation dropping at approximately 20 ft from the street. There is a second gate at the lower elevation just where the elevation change occurs on the E side. The fence runs approximately 36 ft past the gate on the E side and attaches to the pre-existing coyote fencing on the lower part of the property. The fence is partially hidden on the E side by the existing picket fence on the neighboring property. Other than the top, it is not visible approximately 20 feet from the street on the E side because of the elevation change.

614 Paseo de Peralta
Miriam Leth-Espensen, owner

REQUEST FOR AN EXCEPTION TO FENCE HEIGHT
Historic Districts and Historic Landmarks
Height, Pitch, Scale, Massing, and Floor Step backs Exception Criteria

(i) Do not damage the character of the streetscape

Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. There are 8 and 10 ft retaining walls less than half block away at the intersection of Paseo and Otero (NW and NE corners) and several coyote fences across the street.

(ii) Prevent a hardship to the applicant or an injury to the public welfare

Response: The owner is and has been a full time resident at the address since 1988 and in order to continue to reside there safely needs to raise the fence to its current built height. There have been several 911 calls and a break in at the residence which is located in close proximity to two parks—the Cross of the Martyrs and the Tommy Macione park.
The owner had replaced a blue wood fence with a lower chain link fence that supported the older wire fencing in 2003. However with the increase in trespass and robbery at her residence, the owner felt her only recourse was to replace the damaged wire fencing with a fence made of stronger material that will deter unwanted entries.
The coyote fencing will be also be easier to maintain given the heavy barrage of salt that it gets in the winter due to the location of the residence at a curve and its extreme proximity to Paseo

(iii) Strengthen the unique heterogeneous character of the city by providing a full range of design options to ensure that residents can continue to reside within the historic districts

Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. The increased height will allow the continued use of the structure as a residence since it will increase the owner's personal safety and decrease maintenance costs.

(iv) Are due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape

Response: Other structures have more setback from the street. This lot lost most of its setback when Paseo de Peralta was created in the 1960s. Additionally this

614 Paseo de Peralta Muram letter - Espensen
Request for Exception

structure is the only one that still serves as a live work space which has been the historic use of these homes since the 1960s.

(v) Are due to special conditions and circumstances which are not a result of the actions of the applicant

Response: The owner is not responsible for the rise in property crime and drug use. Her property is located near two parks which at times serve as magnets for these types of behavior

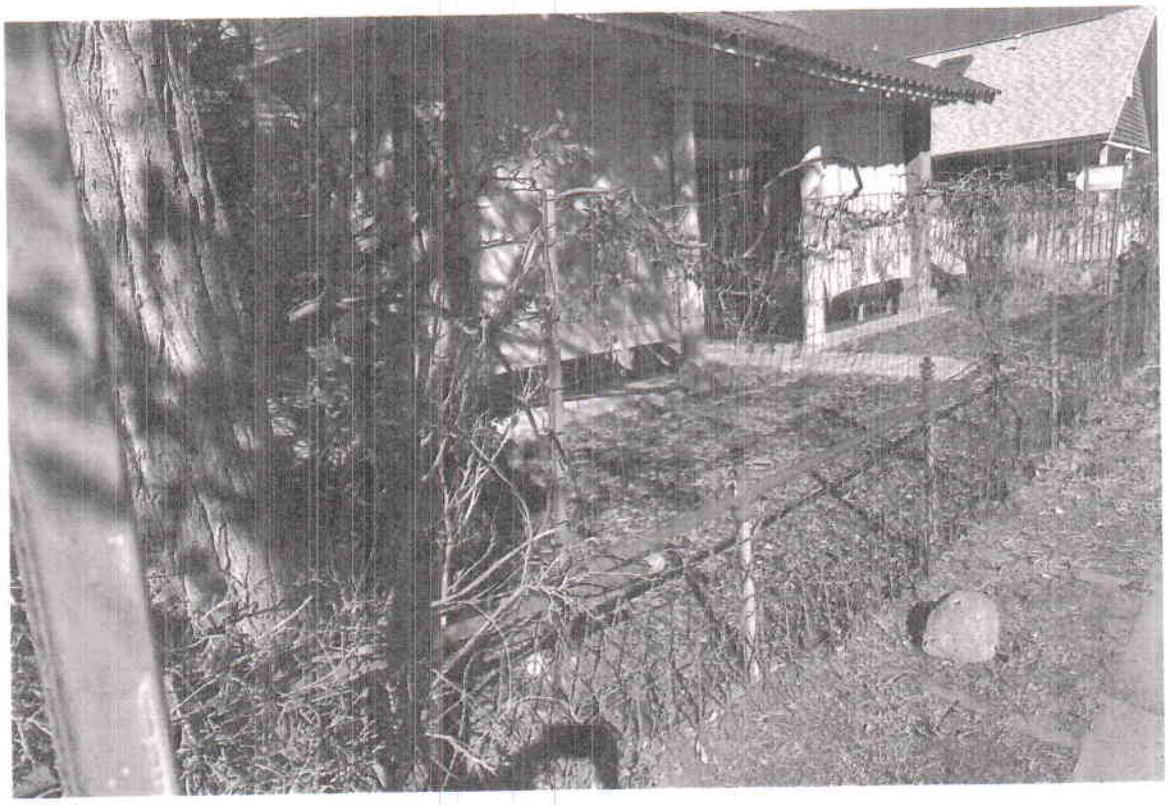
(vi) Provide the least negative impact with respect to the purpose of this section as set forth in Subsection 14-5.2(A)(1)

Response: The owner understood from the contractor that if she kept the fence below six feet, she would not need a permit. She deliberately kept the fence to 5ft 8 inches for its entire length whether on the street or on a side line. It is the minimum she feels will deter entry onto her property from Paseo. The type of material being used is compatible with the existing streetscape. There are fences and walls in close proximity that are or will be higher

614 Paseo de Peralta
Miriam Beth Espensen

Original fence in 1988 when I moved here

614 Acequia Madre
Miriam Leth-Espensen

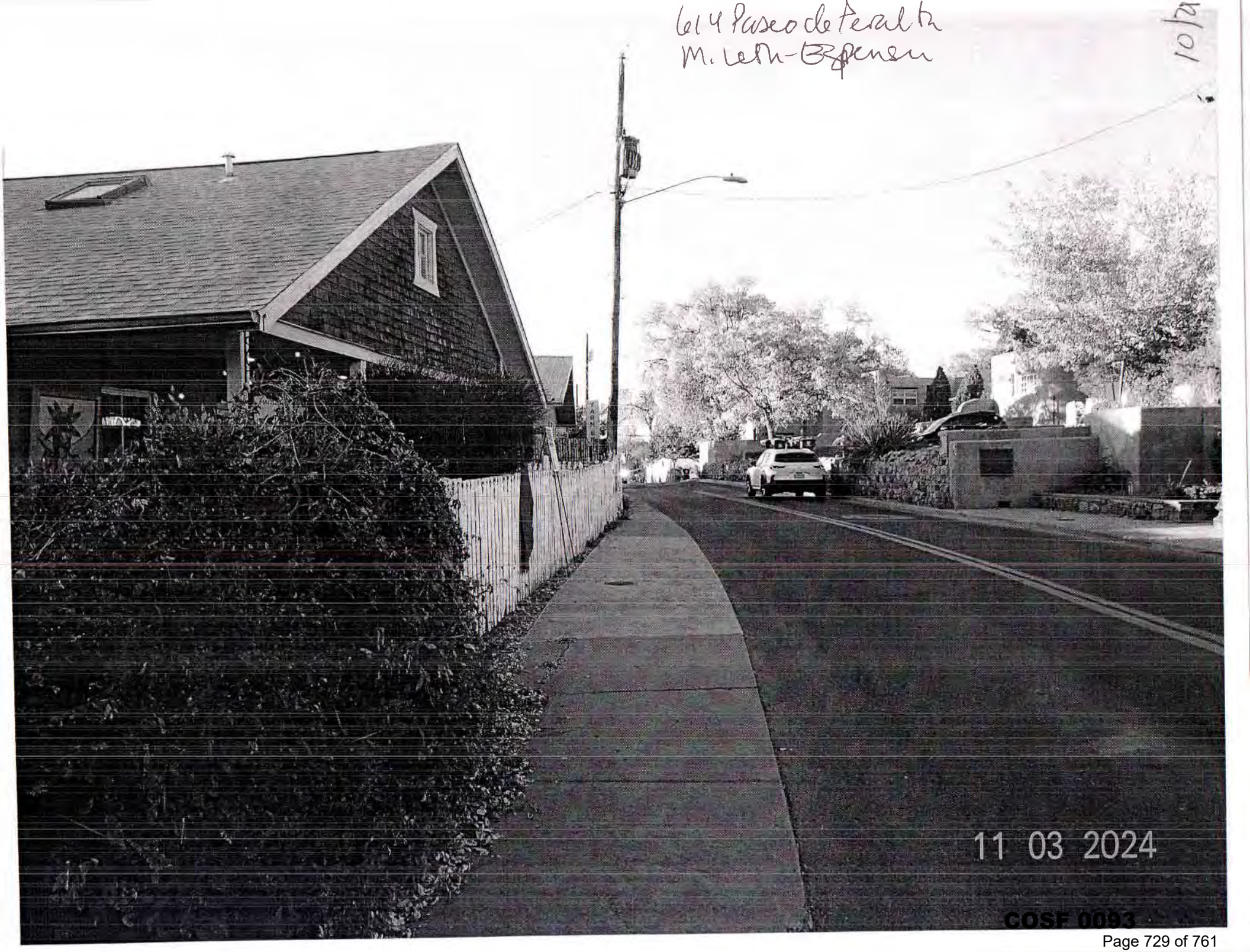


Original wire fence supported by newer wire fence behind

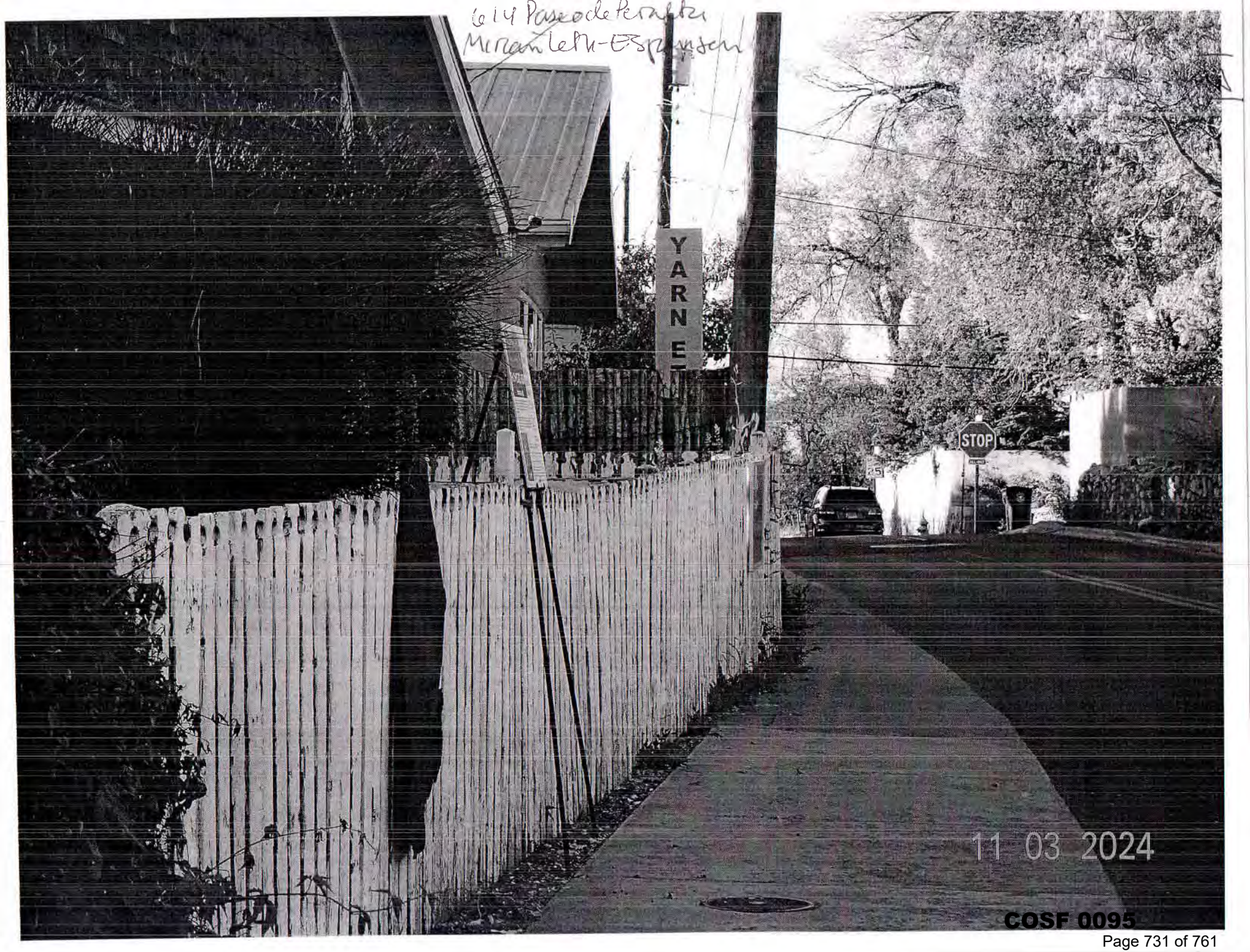
to 144 Paseo de Peralta ~~Exhibit W~~

My new fence Miriam Leth Bjensen

5'8"


614 Paseo de Peralta
M. Lehn-Bjensen
11 03 2024

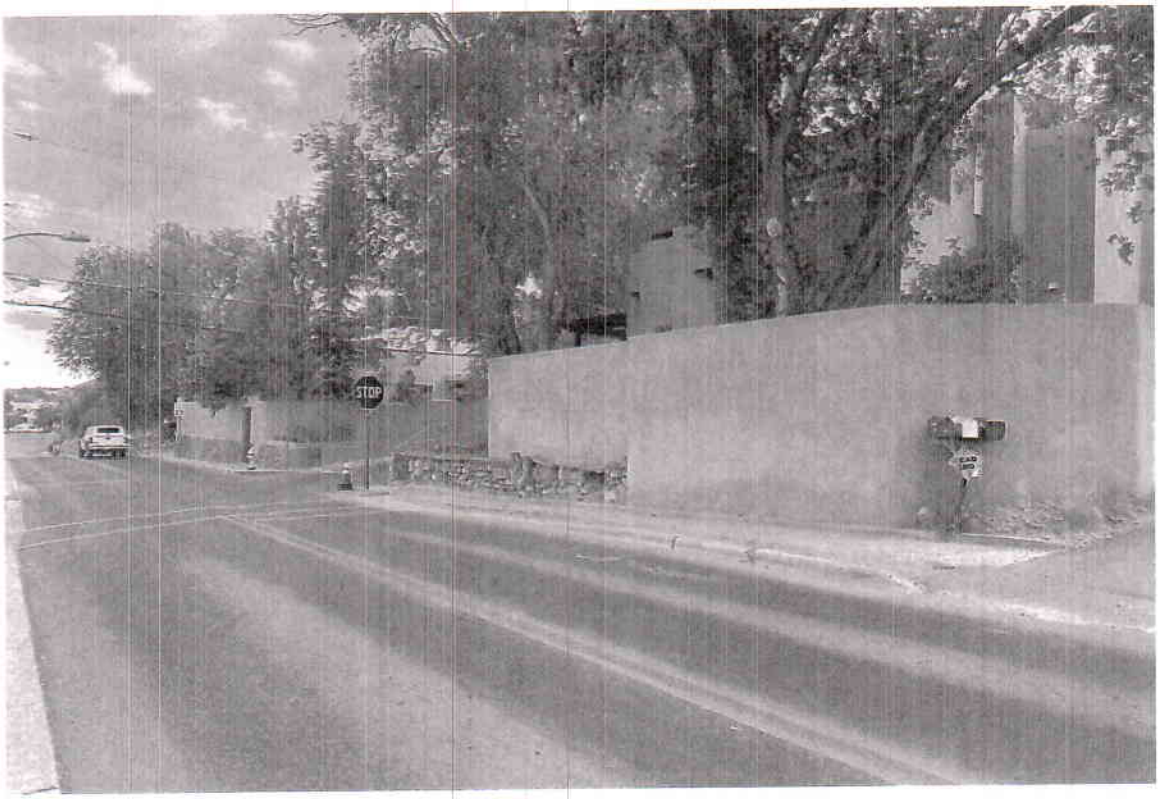
11 03 2024


614 Paseo de Peralta
Miriam Lehi-Espinosa
YARNE
STOP
25
11 03 2024

614 Paseo de Peralta
M. Loh-Bjensen
13/21
11 03 2024

614 Paseo de Peralta
M. Lotti Esperson
14/21
11 03 2024

614 Paseo de Peralta
Miriam Lerner-Bjerken



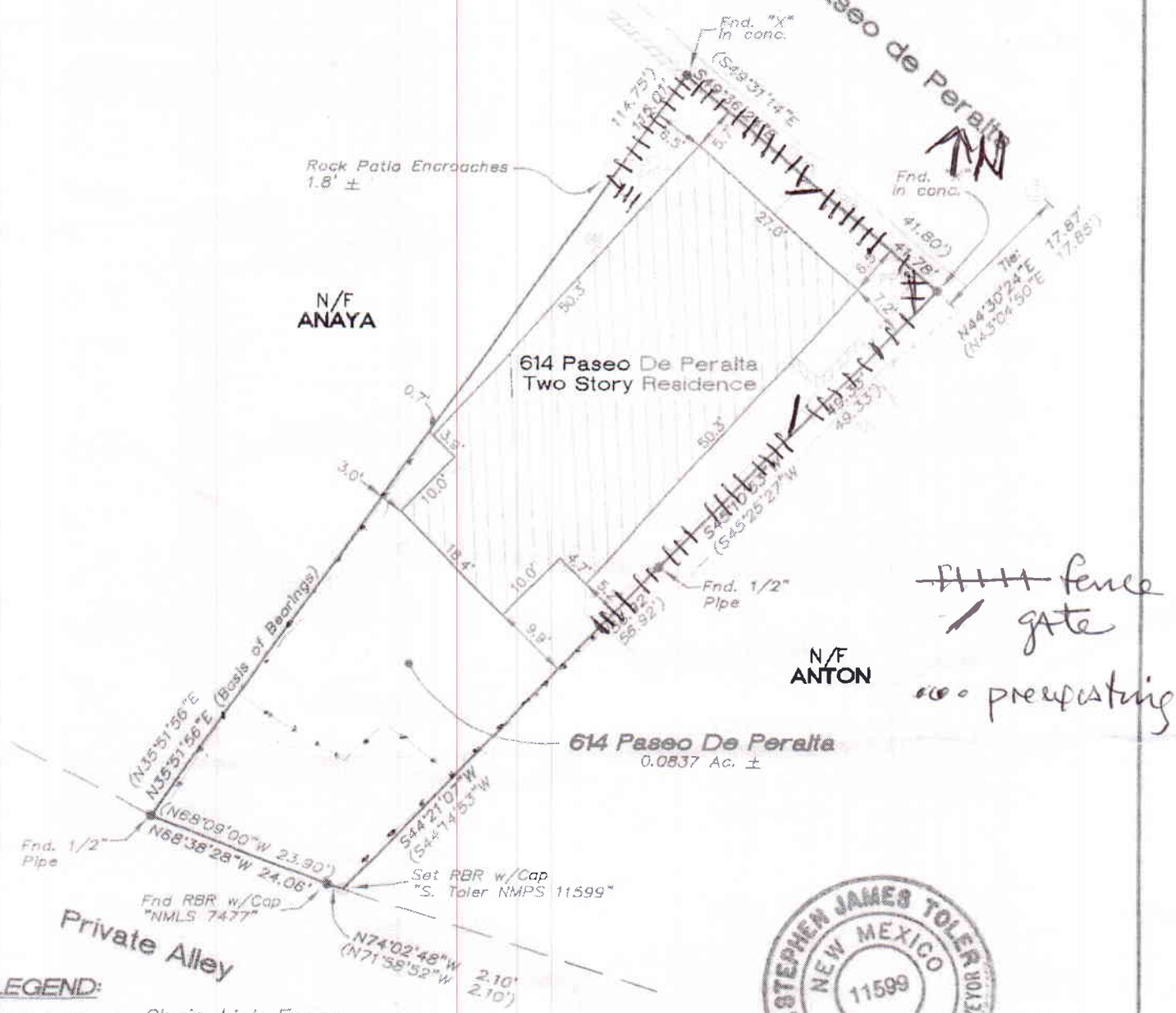
Concrete wall/corner of Peralta and Otero 16'

614 Paseo de Peralta
Existing + Proposed Site Plan (Already Built)

Boundary Survey Plat for

Santa Fe School of Weaving
Miriam's Well
Fine Arts Gallery

614 Paseo De Peralta
City and County of Santa Fe, New Mexico
July, 2003



fence / gate
pre-existing

STEPHEN JAMES TOLER
NEW MEXICO
11599
REGISTERED PROFESSIONAL SURVEYOR

LEGEND:

= Chain Link Fence
= Coyote Fence (EXISTING 2003)
= Stucco Wall
= Sanitary Sewer Manhole
= Power Pole
= Gas Meter
= Found Monument as Noted
= Set Monument as Noted

NOTES:

1.) Bearings shown hereon are referred to the westerly boundary of the subject property per the Plat of Survey of said property filed 2/26/87 in Book 171, Page 032 as Document No. 615,823.

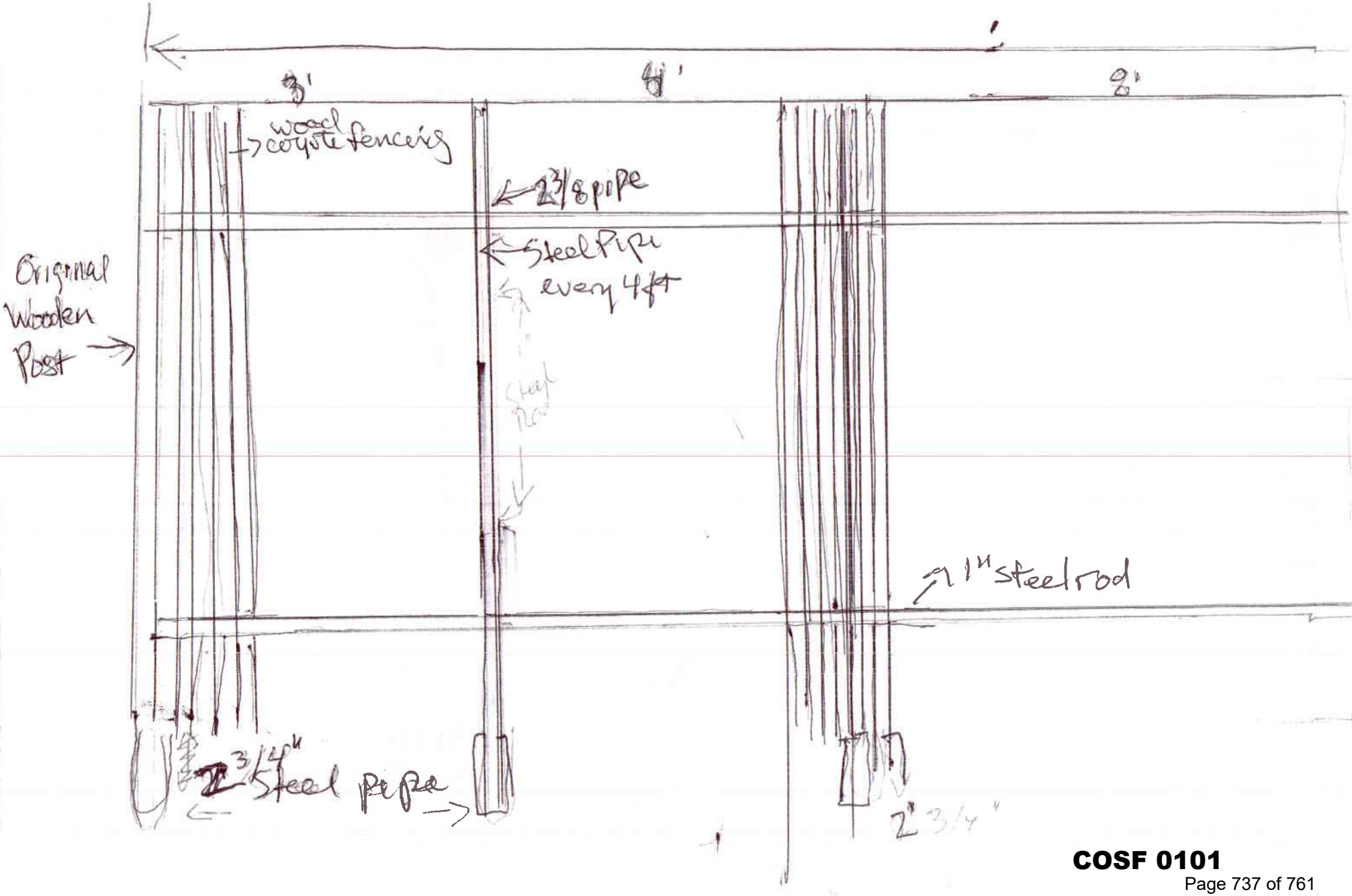
location map of fencing shown

Typical Fence Elevation (Inside View)

614 Paseo de Peralta

Miriam Leth-Espensen

1/8/21



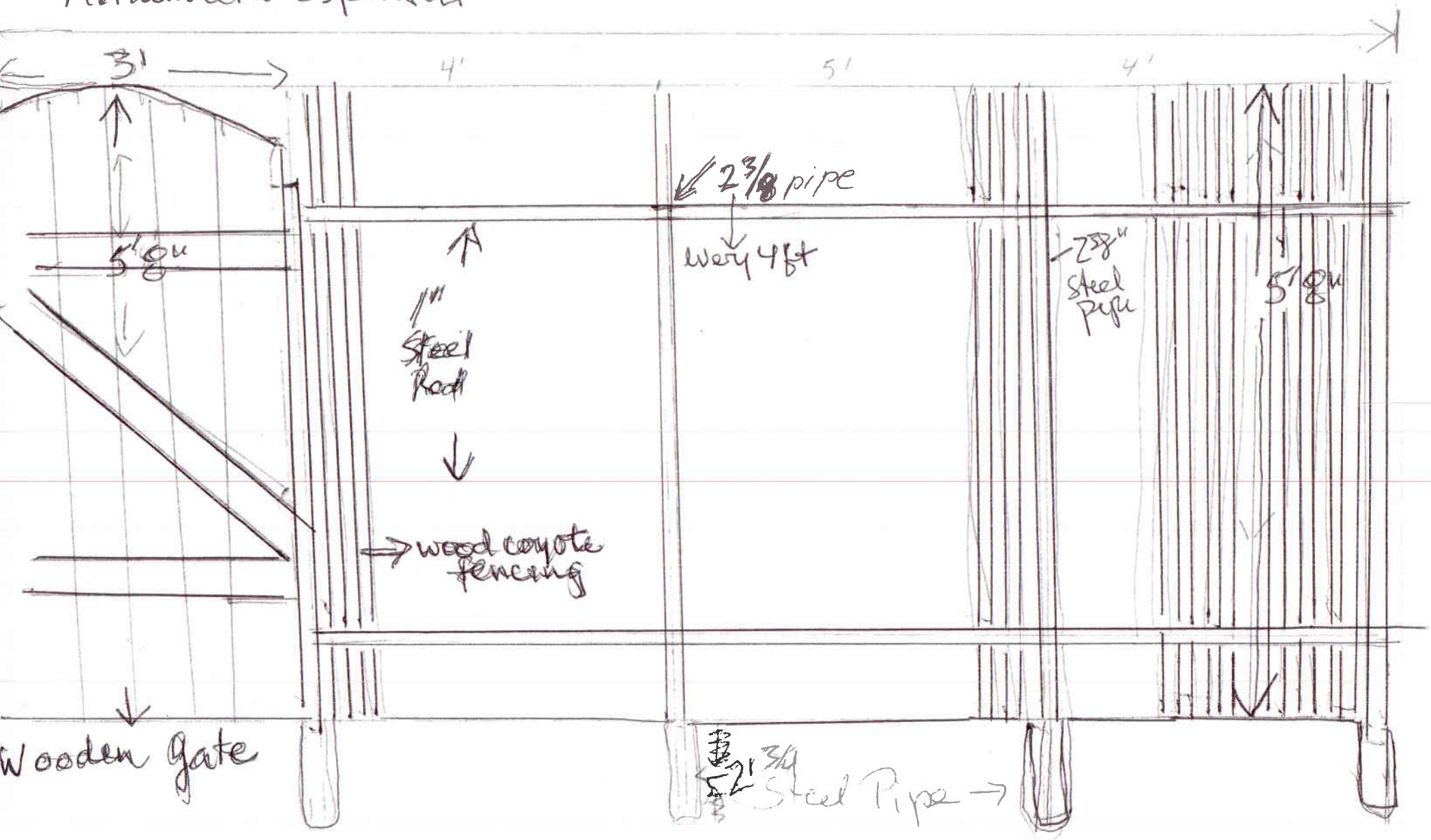
614
Paseo de Peralta

HDRB

19/21

Typical Fence Elevation w/ Gate (Inside View)

Merriam Leth-Espensen



letter from owner to planning staff

From: **Miriam Leth-Espensen** miriamsf@mac.com
Subject: The fence
Date: August 18, 2023 at 9:25 AM
To: Lani J. Mcculley ljmcculley@santafenm.gov
Cc: Miriam Leth-Espensen miriamsf@me.com

Good morning!
I couldn't fall asleep last night, till I remembered why I thought, I did not need a permit for the Peralta fence.
When I came in 1988, there was a wooden fence on my Peralta property, it was natural wood. After a couple of years the fence started to deteriorate, in part because when it snows and the city truck sprays salt on the street, it sprays the nasty salt mixture onto my fence. So, for a couple of years in the spring I would clean it off, and then I began painting it white to make it look nice. I finally had enough and thought that if I replaced it with a coyote fence, which I wouldn't have to paint.

I did go to the permit office to make sure that was ok, and I was told that as long as the new fence did not exceed the old one in hight, I did not need a permit. As it turned out I could not afford the coyote fence at the time with two kids still in college, so I opted for the cheap wire fence.
I don't remember exactly how many inches the wooden fence measured, but it was tall enough, so I didn't need curtains for privacy and similar in hight to the new fence.

The rules may have changed since that time, and I should have checked back. I apologize.
I hope everything will turn out okay, because in addition to aesthetics, I also have security concerns. In the second picture I sent you see a large police presence. There are regular 911 calls from this area. I myself had to call three times during COVID, and before that several times, including when I was robbed at by home.

Thank you for your help and consideration.

Miriam

614 Paseo de Peralta
Miriam Leth-Espensen owner
HDRB Application Supplement
TIME LINE ACCORDING TO OWNER's DOCUMENTATION

Ms Leth-Espensen (Miriam) hired Fabian Nava in August 2023 to build the fence. Nava, holding myself out as a licensed contractor, assured Miriam that she would not need a permit if the fence was under 6 ft tall. She chose to make it 5 ft 8 inches.

The first LUD meeting was with Eric Sommer who accompanied Miriam to the meeting, Lani McCullen, Ramon Sarason and one other member from zoning on 9/14/2024. Mr Mann, Miriam's neighbor, filed a complaint about the fence. This meeting was in response to the complaint. At that meeting Miriam was told by Lani that coyote fences visible from the street were not allowed in the Historic district and the only fencing in that area that would be allowed was a 4'6" white picket fence.

Anthony Maestas inspected the fence and told Miriam not to change the current fence without a permit because it would cause a lot of trouble. Miriam received 2 red tags by mail dated 2/23/24 and 4/17/24 from Mr. Maestas following his inspection. NO redtag was ever posted on the property and Miriam did not remove any redtag.

After the first redtag by mail, Miriam met with Paul Duran who helped her with the application form (Email 3/1/2024). The email from Mr. Duran indicates that a 48" coyote fence was ok without a permit and at that time he also told Miriam what documents to prepare for the application.
Mariam prepared the documents but was told by Mr. Duran not to bring them in until a planner was assigned and that a planner would be assigned shortly. 3/8/2024 email.

Miriam and her son Rob Kohn met with Gary Moquino on 5/15/2024 following her court appearance in municipal court when she pleaded not guilty to the criminal charge the city lodged against her for construction of the fence. Again Gary Moquino assured them a planner would be assigned shortly. Gary Moquino told them he could administratively approve a 6 ft high white picket fence.

Miriam hired Stefanie Beninato as her agent on approximately 9.26.2024 when there was no movement by the city to assign a planner and resolve this issue.

Beninato requested a planner for the case and followed up with the LUD (9/30/2024 email) on the matter and was assigned HDRB staff, Lani McCulley in the beginning of October 2024.

Beninato submitted the PZR on 10/21/2024 and was told on 10/23/2024 that the case would have to first go to the BOA and that dual approval was needed.

After speaking with Beninato on 11/1/2024, the LUD agreed to have the HDRB decide the case first and then send it to the BOA. The HDRB application was submitted on 11/11/2024

21/21

EXHIBIT D-4

WALL AND FENCE GUIDELINES
SANTA FE HISTORIC DISTRICTS

[ADOPTED 24 AUGUST 1999]

Purpose and intent: These guidelines are offered to promote continuity and harmony of design elements that comprise streetscape in the Santa Fe Historic Districts, including, but not limited to walls, fences, open space and landscaping and their connectivity to the primary structures(s) on the property and the physical character of the street or public façade of the property. These guidelines are consistent with the purpose and intent, and standards in the Historic Districts Ordinance [Section 14-70 SFCC 1987].

SCALE:

Walls should not extend for more than 50 feet in a single, horizontal plane without a plane change of at least one foot.

Wall heights should modulate a minimum of 8 inches, or one block course, at least every 25'.

Walls should include openings such as gates, windows and nichos at appropriate intervals.

Walls and fences in excess of 4 feet in height and having street frontage or visibility shall be brought to the HDRB for review and approval prior to submission for building permit review. Where there is a conflict between this guideline and the allowable height as calculated under Section 14-70.20 SFCC 1987, the latter shall prevail. [This supersedes the HDRB's 8/13/96 policy requiring the same for walls or fences in excess of 3 feet in height. It encourages the construction of lower privacy walls that still allow the structure on the site to make a contribution to the streetscape, and provide for a view shed into the property. This is recommended in response to the proliferation of inappropriately high yard walls that have been and are being constructed throughout the city's historic districts, causing an impact on the historic and visual character of the historic districts.]

Wall heights should be carefully regulated by the HDRB standards as calculable for the particular streetscapes [Section 14-70.20 SFCC 1987]; and should be restricted so as not to increase the allowable height for the streetscape by more than 20%.

Solid fences should be stepped back and modulated the same as walls.

Fences with fenestration, such as coyote fences, may continue in an unrestricted horizontal distance at the same height and in the same horizontal plane.

SETBACK:

Unfenestrated walls and fences (e.g. cedar stake, ponderosa slat) should setback from the front property line an average of 1 foot for every 10 feet of horizontal length of the wall. This could be accomplished in a single plane or with step backs as outlined above.

Open fences (e.g. wire and post, picket) or fenestrated fences (e.g. coyote) may be constructed without setback at the front property line, unless otherwise regulated by the underlying zoning.

Walls with openings comprising 20% of the surface area of a single plane may be constructed at the property line, unless restricted by the underlying zoning.

Side or rear walls or fences may be constructed at the property line as per that allowed by the underlying zoning.

Walls or fences within existing compounds should be restricted to privacy barriers to enclose courtyards, parking and private areas; and should be connected to and not extend more than 25 feet from the main structure. However, walls or fences should not be connected to significant structures. Desired connections may be made to significant structures by way of other means [e.g. Landscaping]. These treatments will help maintain traditional compound common elements, such as open space and the ability to communicate with neighbors, and therefore assist in the preservation of the character of existing compounds.

MATERIAL, TEXTURE AND COLOR:

Walls should be predominantly of the same material, texture and color as the main structure(s) to be located on the property, or may be of material indigenous or traditional for the area such as river rock, limestone, flagstone or slate.

Fences should be of the material, texture and color of fences typical of the existing streetscape or design vernacular if applicable to a particular H-District or streetscape.

GATES:

Vehicular gates should be permitted only at entrances to private driveways or compounds and set back in accordance with the underlying zoning.

Vehicular gating of subdivisions or other large-scale developments is strongly discouraged, and may be prohibited [See City of Santa Fe 1999 General Plan].

Gates should be designed to complement the wall or fence treatment containing them with respect to scale, height, material, texture and color. Fenestrated gates should be encouraged as opposed to solid gates.

LANDSCAPING (Suggested Options)

Walls and fences in excess of 50' in length should install landscaping along the exterior façade within the suggested setback or step back.

Landscaping on top of or over a wall is encouraged to provide for additional screening if desired from the interior of the property.

Terracing of walls is encouraged and should be landscaped.

The use of native, drought resistant plant material is encouraged in all wall, fence or terrace landscaping.

City of Santa Fe

Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

EXHIBIT E

PROJECT DESC: 2024-009478-HDRB, 614 Paseo de Peralta, Downtown & Eastside Historic District, Contributing, Stefanie Beninato, agent for Miriam Leth Espensen, owner, proposes to construct a 5'-8" high coyote fence with pedestrian gates where the maximum allowable height is 4'-6". Exceptions are requested to 14-5.2(D)(9) to exceed the maximum allowable height.

CASE NUMBER: 2024-009478--HDRB

PROJECT TYPE: Remodel

LOCATION: 614 PASEO DE PERALTA
Santa Fe, NM 87501

CONTACTS:			
	Applicant	Leth-Espensen Trust	614 paseo de peralta SANTA FE, NM 87501-1957
	Property Owner/Builder	Leth-Espensen Trust	614 paseo de peralta SANTA FE, NM 87501-1957

BOARD ACTION

This is to certify that the Historic Districts Review Board (HDRB) acted on your request at their hearing on Dec 10, 2024. The decision of the Board was to deny the application without prejudice finding the exception criteria have not been met for the application as submitted, citing the fencing material, the height, as well as the impact on the streetscape as the three primary concerns. A new application with a different design must be submitted within 90 days from the hearing date. The existing fence must be removed within 90 days.

For further information please call 505-955-6605.

Sincerely,

Lani McCulley

NOTE: Applicant can use this action letter to apply for construction permit, but the permit shall not be released until the end of the appeal period which starts on the date of filing of the Findings and Conclusions in the City Clerk's office (SFCC 14-3.17(D)). Your permit will be denied if any changes on plans that were not approved by the HDRB or if conditions of approval are not met. **Please attach copies of this letter to all sets when submitting for construction permits.**

CODE CASE DETAILED REPORT Requests-001740-2023
FOR CITY OF SANTA FE

Case Type:	Constituent Requests	**Project:**		**Opened Date:**	08/17/2023
Status:	In Progress	**District:**	Council District 1	**Closed Date:**	NOT CLOSED
Assigned To:	Isabella Sharpe	**Description:**	CRM 18271: 614 Paseo de Peralta continues to build a fence (access behind Castillo Place) without a permit, survey or consideration of the Historic Board. The fence will also restrict & or stop our legal access to Paseo de Peralta. The workers will not acknowledge our concerns & say only doing what the owner wants. We already registered a complaint yesterday.		

Parcel:		**Address:**		**Zone:**	
10068096	Main	614 Paseo De Peralta Santa Fe, NM 87501	Main	BCDEAS (ZN: BCDEAS)	

Note	**Created By**	**Date and Time Created**
1. i have issued the owner a violation notice for the fence, also i have given her the contact information for the Historic District.	Kevin Smith	8/18/2023 6:58 am

EXHIBIT F

City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

Case Number: BLD-002116-2024

Violation Notice

Case Type: Building

Date Case Established: 01/11/2024

Compliance Deadline: 02/22/2024

Owner: Leth-Espensen Trust

Mailing Address

Leth-Espensen Trust
614 paseo de peralta
SANTA FE, NM 87501-1957

Notice of Violation for the following location:

Address	Parcel
614 PASEO DE PERALTA Santa Fe, NM 87501	**10068096**

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 02/22/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

City Copy

Kevin Smith

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	$ 0.63
Certified Fee	4.35
Return Receipt Fee (Endorsement Required)	3.45
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 8.43

SANTA FE NM 87501 JAN 12 2024 Postmark Here

Sent To: Leth - Espensen Trust
Street, Apt. No.; or PO Box No.: 614 Paseo de Peralta
City, State, ZIP+4: Santa Fe, NM 87501-1957

PS Form 3800, January 2001 See Reverse for Instructions

7002 0510 0003 6710 6901

HIS SECTION ON DELIVERY

☐ Agent
☐ Addressee

(Printed Name) C. Date of Delivery

Received
JAN 16 2023

ddress different from item 1? ☐ Yes
r delivery address below: ☐ No

Stephen Bartels
NM Taxation & Revenue

Mail ☐ Express Mail
d ☐ Return Receipt for Merchandise
Mail ☐ C.O.D.

elivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-0835

Case Number: **BLD-002116-2024**
Case Type: **Building**
Date Case Established: **01/11/2024**
Compliance Deadline: **02/22/2024**

Santa Fe, NM 87501

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 02/22/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

City Copy

Kevin Smith

City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

Case Number: BLD-002515-2024

Violation Notice

Case Type: Building

Date Case Established: 04/11/2024

Compliance Deadline: 05/23/2024

Owner: Leth-Espensen Trust

Mailing Address

Leth-Espensen Trust
614 paseo de peralta
SANTA FE, NM 87501-1957

FILED
04/15/2024
SANTA FE
MUNICIPAL COURT
PO BOX 909
SANTA FE, NM 87504

Notice of Violation for the following location:

Address	Parcel
614 PASEO DE PERALTA Santa Fe, NM 87501	10068096

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 05/23/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

Anthony Maestas

City Copy
4/11/24

State of New Mexico City of Santa Fe **LAND USE CITATION**	The undersigned officer complains and says that	0951 Non-traffic citation

Defendant's Name: Miriam Lethespensen

Address: 614 Paseo De Peralta

City & State: Santa Fe New Mexico

Phone #: | Date of Birth: 10/19/1944

Social Security #: (If possible) | Place of Employment

Driver License #: 039095459 | State: N.M.

on Friday date 4/12/24 at 8:00 Am hrs.,

at (location) 614 Paseo De Peralta

did there and then commit the offense of:

(Common Name) Construction Permit ,

in violation of: ~~X~~ City Ordinance 14-3.11

Essential Facts Case # BLD-002515-2024

Unapproved construction at place of residence (fence)

No approval from Historic Preservation and no construction permit

Officer's Signature	Officer Printed Name	Phone #
A. Maestas	Anthony Maestas	505-955-6571

I acknowledge receipt of this notice and without admitting guilt agree to appear in: ☐ Municipal Court, 2511 Camino Entrada, Santa Fe, N M

on _____ date _____ at _____ am pm

Signature: Certified mail

COSF 0112

EXHIBIT G

CITY OF SANTA FE HISTORIC PRESERVATION DIVISION
HISTORIC DISTRICTS APPLICATION

Applicant Information (to be completed by the Applicant)

Date: 3/1/2024 Location of Project: 614 Paseo de Peralta

Applicant

Name: Miriam Leth-Espensen

Phone: 505-918-8810 Email: miriam@fame.com

Property Owner

Name: Miriam Leth-Espensen

Phone: 505-918-8810 Email: miriam@fame.com

Proposed Work:

construction of a new fence

At a minimum these materials will be required in addition to this application form:

- Proposal letter stating the details of the scope of work.
- Site plan or map of the project area with the location of the work noted on the map.
- Photos of the current condition of the areas of work.
- Scaled floor plan and elevations if appropriate to your project.

Provide all information digitally to mgsargent@santafenm.gov . See the HPD webpage for detailed instruction. https://www.santafenm.gov/land-use/historic-preservation/hpd-procedures

Examples of Maintenance and Repair Requests:

Re-roof	*Solar	Concrete	Stucco and Paint
Skylights	Brick Coping	Hardscaping	*Windows and Doors
Canales	*Fences, Walls, and Gates	Exterior Lights	Mechanical Equipment

*May require HDRB approval.

Examples of HDRB Requests:
Demolition, Status Review, Removal of Historic Material, Additional Square Footage**, Remodel**, Window and Door Replacement**
**District dependent

Project Details Section (to be completed by Applicant)

Projects may require HDRB approval. Please submit this application form in addition to the list of materials and requirements for HDRB approval, whic can be found at https://www.santafenm.gov/land-use/historic-preservation/hdrb-hearings-and-cases .

New Construction	Remodel
☒	☐
Sq. Ft. of project: _____	Sq. Ft. of project: _____

Construction Cost: $ 2800.00

AFIDAVIT AUTHORIZING AGENT/APPLICANT

As the Owner and holder of title of the above listed property I/we authorize the Agent/Applicant to act on my/our behalf to execute this application.

Print Name Miriam Leth-Espensen

Signature M. Leth-Espensen

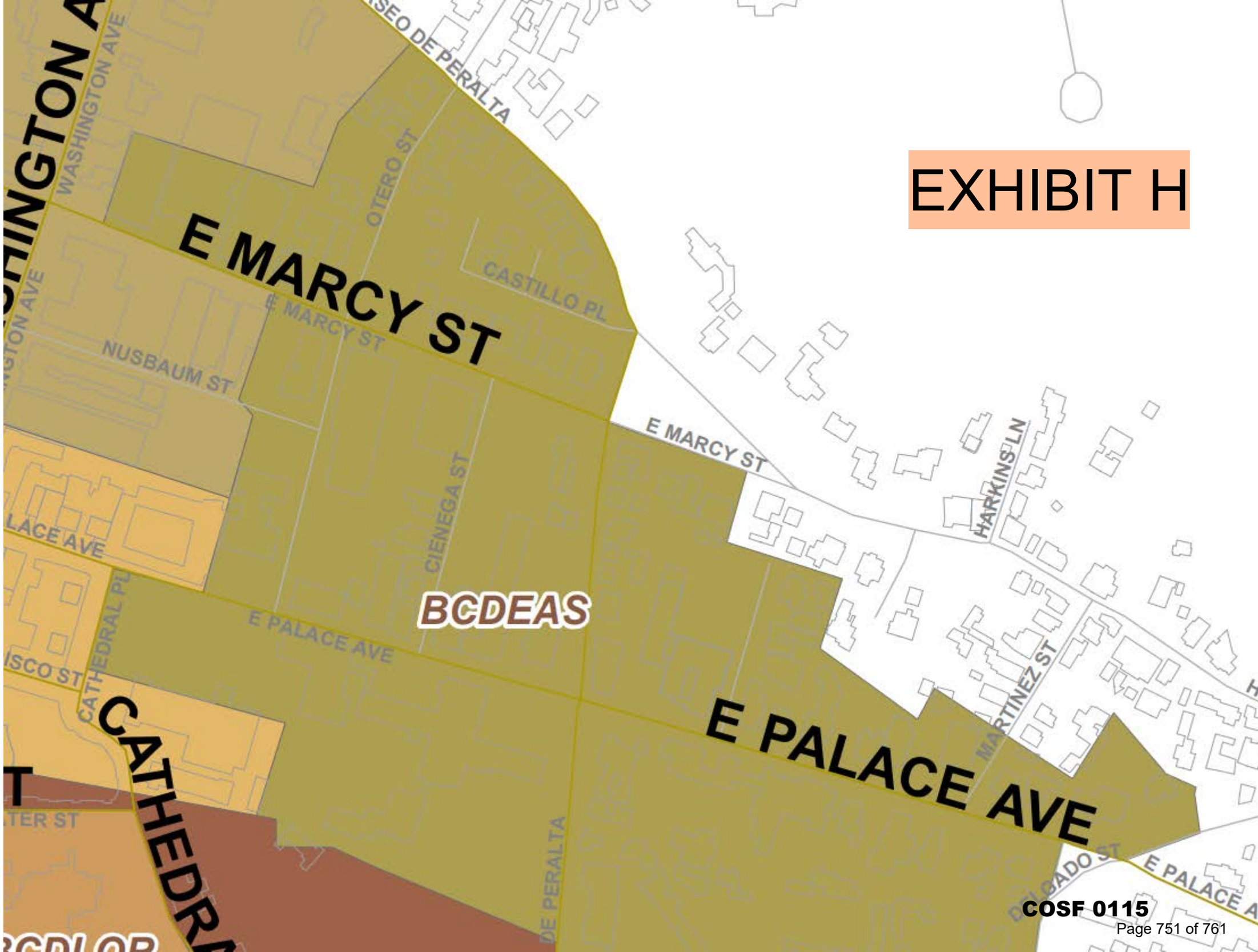


EXHIBIT H
E MARCY ST
E PALACE AVE
CATHEDRAL
BCDEAS
WASHINGTON AVE
OTERO ST
CASTILLO PL
NUSBAUM ST
CIENEGA ST
HARKINS LN
MARTINEZ ST
DE PERALTA

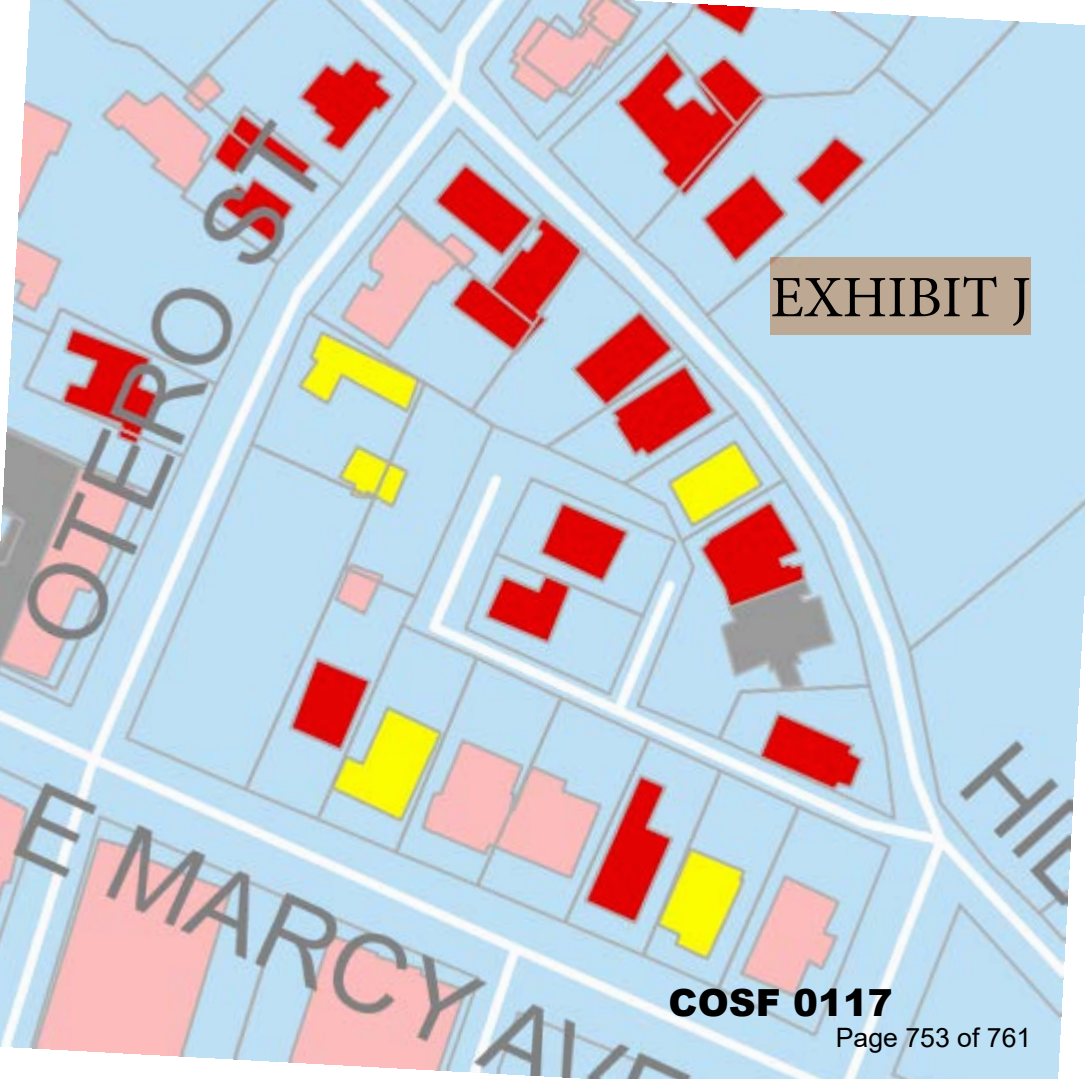
EXHIBIT I

14-7.4 - BUSINESS-CAPITOL DISTRICT

(A) Table of Dimensional Requirements for Townscape Subdistricts

14-7.4(A)-1 Table of Dimensional Requirements for Townscape Districts[Note 1]

Maximum Height of Structures (feet); Stepback Note 2	Maximum Lot Coverage Ratio	Building Placement and Setback Requirements (feet)	Minimum Open Space Requirements	Landscape Treatment in Yards	Height of Walls and Fences (feet)	Placement of Off-Street Parking	Portals
East Marcy/East Palace							
27	No requirements	Building setback requirements: Street: Note 4 Side: 5 Rear: 10	Open space of no less than 10 percent of the lot area shall be located adjacent to the front property line to serve as yard or courtyard	Landscape treatment required in yards and open space. Street trees and landscape treatment required if planting strip exists. Asphalt or concrete pavement prohibited in planting strip. Note 3.	Walls, fences, and hedges permitted to maximum of 4 feet	Parking prohibited in required front yard	Prohibited within ROW


OTERO ST
E MARCY AVE
EXHIBIT J

CITY OF SANTA FE

APPLICATION FOR CITY OF SANTA FE BOARD, COMMISSION, OR COMMITTEE

INSTRUCTIONS: *Please complete this form in its entirety. Be sure to include the full title of the Board, Commission or Committee for which you desire consideration. Note the additional requirements listed at the bottom of the second page.*

(For Official Use Only)

Please note that this application is a public record subject to disclosure. *This application will be active for a period of one year. After one year, it is necessary to file a new application for another year of eligibility.*

Ochoa	Luz
Last Name	*First Name*

Mayor's Youth Advisory Board — *Name of Board, Committee, or Commission to Which You are Applying for Membership*

District 2 — *District You Live In*

Yes, I am between the ages of 13-21.

County boards, commissions, and committees meet at times mutually satisfactory to the members. Day meetings are more common than evening meetings. Will you be able to schedule your time accordingly? **Yes**

N/A

Please list any time restrictions

What are your principal areas of interest in City Government?

I'm interested in youth involvement and outreach, as my community remains one of my main focuses.

List all City Boards, Commissions or Committees of which you are a current member.

Not a current member _☒_

Committee Name	*Date Appointed*

List past City appointments with dates served, and other past or present community or public service appointments.

Not a current member _☒_

Committee/Organization Name	*Dates Served*

What experience or special knowledge can you bring to your area(s) of interest?

Through several internships, jobs and programs, I've aquired leadership skills, as well as the ability to discuss topics with groups of people with different percpectives. As a Northern New Mexican of many generations, like many others, I've struggled with my cultural identity. I've been able to embrace my heritage through service projects taking place not only in Santa Fe, but all of New Mexico. In the future, I hope to share these experiences with other young community members in Santa Fe, as having these oppurtunities has contributed to my values as a person, and forged a path for my future.

Please list community organizations to which you belong:

Santa Fe Youth Symphony, ATC Mountain Club, Youth conservation Coorps, Sangre De Cristo Youth Ranch, New Mexico Senior Olympics.

By signing below, I declare that the information provided above is accurate and complete to the best of my knowledge.

Luz Ochoa	1/22/2025
Applicant's Signature	*Date*

CONTACT INFORMATION

Note: Personal information may be withheld from public view as allowed by law.

Ochoa	Luz	
Last Name	*First Name*	
Mayor's Youth Advisory Board		*District 2*
Name of Board, Committee, or Commission to Which You are Applying for Membership		*District You Live In*
Yes, I am a resident of Santa Fe County.		
Resident of Santa Fe:		

[redacted]	Santa Fe	NM	87505
Home Address	*City*	*State*	*Zip*
[redacted]	[redacted]		
Home Phone	*Email Address*		

Luz Ochoa [redacted] [redacted]

Education

High School Diploma: expected May, 2026

The Academy for Technology and the Classics

- 4.3 GPA
- Extracurriculars: Violinist in the Santa Fe Youth Symphony Orchestra
- ATC Mountain Club Member
- Natural Helpers Club Member

Skills Summary

Dynamic and results-oriented worker adept in team leadership, problem-solving, and clear communication. Excels in a variety of public-facing environments, demonstrating a friendly attitude, strong teamwork skills, and solid work ethic. Proven track record in customer service, cultural preservation and traditional building, and youth support and development, with the ability to adapt and learn swiftly.

Work History

Sassella Deli and La Paloma Restaurant, Santa Fe, NM, 10/23 to present

- Increased customer satisfaction by providing efficient and friendly service at the deli counter and as a busser.
- Promoted a positive work environment through effective communication and collaboration with colleagues.
- Maintained a clean and organized workspace, ensuring compliance with health and safety regulations.

Sangre de Cristo Youth Ranch Counselor, Lama, NM, Summer 2024

- Led groups of 10-12 year olds on a 6-week wilderness camp, teaching outdoor survival skills and community service.
- Self-motivated, with a strong sense of personal responsibility.
- Skilled at working independently and collaboratively in a team environment.
- Proven ability to learn quickly and adapt to new situations.

Team Lead for Youth Conservation Corps, Santa Fe, NM Summer 2022

- Hourked at the Santa Fe Children's Museum as a supervisor for grounds maintenance.
- Handled landscaping tasks such as lawn care and weed removal when required, to maintain an attractive property appearance.
- Managed conflict resolution among team members, fostering a positive and collaborative work environment.

Art in Adobe, Santa, Fe NM, 10/20 to present

- Assist family business building and restoring hornos at museums, schools and private residences statewide.

References on Request

CITY OF SANTA FE

APPLICATION FOR CITY OF SANTA FE BOARD, COMMISSION, OR COMMITTEE

INSTRUCTIONS: *Please complete this form in its entirety. Be sure to include the full title of the Board, Commission or Committee for which you desire consideration. Note the additional requirements listed at the bottom of the second page.*

(For Official Use Only)

Please note that this application is a public record subject to disclosure. *This application will be active for a period of one year. After one year, it is necessary to file a new application for another year of eligibility.*

Blakeslee	Quinn
Last Name	*First Name*

Mayor's Youth Advisory Board — *Name of Board, Committee, or Commission to Which You are Applying for Membership*

District 1 — *District You Live In*

Yes, I am between the ages of 13-21.

County boards, commissions, and committees meet at times mutually satisfactory to the members. Day meetings are more common than evening meetings. Will you be able to schedule your time accordingly? Yes

I am not free Wednesday, Thursday, Saturday, or Sunday nights, but am free after 4:05 every day excluding Wednesday and Thursday.

Please list any time restrictions

What are your principal areas of interest in City Government?

After attending various youth-led government related conferences/activities throughout high school, I have become quite interested in international relations, public policy, and how youth can interact with these challenging subjects. I would love to join a team of youth, similar to myself, to develop strategic communication skills, gain real exposure to national and local issues, and obtain new experiences through the MYAB. I see myself taking on a career in creating policy or government, so getting early contact with this is important.

List all City Boards, Commissions or Committees of which you are a current member.

Not a current member _☒_

Committee Name — *Date Appointed*

List past City appointments with dates served, and other past or present community or public service appointments.

Not a current member _☒_

Committee/Organization Name	*Dates Served*

What experience or special knowledge can you bring to your area(s) of interest?

I think I have a very unique perspective as a multi-cultural American Jew. I am extremely aware of national and global politics and keep myself updated daily. Beyond that, I have a lot of leadership experience and believe I could accurately represent my community. I am committed to peace and bringing peace to others, so MYAB seems like an incredible opportunity to take part in.

Please list community organizations to which you belong:

Volunteer Youth Ambassador at CASA First (I attend monthly YA meetings, CYFD affairs, and organize/coordinate multiple CASA events). I am a part of numerous clubs at my high school where I lead other students and participate in state-wide conferences. I teach Hebrew to elementary school students at Temple Beth Shalom for 2 hours a week. Other activities are listed in my resume attached. Thank you so much for your time and consideration!

By signing below, I declare that the information provided above is accurate and complete to the best of my knowledge.

Quinn Blakeslee — *Applicant's Signature*

1/22/2025 — *Date*

CONTACT INFORMATION

Note: Personal information may be withheld from public view as allowed by law.

Blakeslee	Quinn	
Last Name	*First Name*	
Mayor's Youth Advisory Board		*District 1*
Name of Board, Committee, or Commission to Which You are Applying for Membership		*District You Live In*
Yes, I am a resident of Santa Fe County.		
Resident of Santa Fe:		

[redacted]	Santa Fe	NM	87501
Home Address	*City*	*State*	*Zip*
[redacted]	[redacted]		
Home Phone	*Email Address*		