City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JULY 19, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, the ban on public gatherings in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Finance Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

Attend Virtually: Join on Zoom: https://santafenm-gov.zoom.us/j/93282796440?pwd=eUNUeGpmOE5sRFd2cXRGWG1jRVVSQT09
Passcode: 392842
By Phone: US: 346 248 7799 or 669 900 6833
Webinar ID: 932 8279 6440
Passcode: 392842
The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Agenda: The agenda for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

   a. Regular Finance Committee – July 6, 2021

6. **PRESENTATION**

   a. Internal Audit Update-Public Utilities (Jessica Bundy, REDW)

7. **ACTION ITEMS: CONSENT**

   a. CONSIDERATION OF BILL NO 2021-15. (Mayor Webber)
   An Ordinance Authorizing the Issuance and Sale of the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021 in an Aggregate Principal Amount not to Exceed $14,745,000 for the Purpose of (1) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2010B and Maturing On and After June 1, 2022; (2) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A and Maturing On and After June 1, 2022; and (3) Paying Costs of Issuance of the Series 2021 Bonds; Calling for the Redemption of the Outstanding Series 2010B Bonds and Series 2012A Bonds; Providing that the Bonds Will be Payable and Collectible from Certain Gross Receipts Tax Revenues Distributed to the City; Approving the Selection of an Underwriter and Forms of a Preliminary Official Statement and a Paying Agent Registrar and Depositary Agent Agreement; Delegating Authority to the Mayor or, in the Mayor's Absence, the City Manager or Finance Director, to Approve the Final Principal Amount, Interest Rates and Other Details of the Bonds Within the Parameters Set Forth in this Authorizing Ordinance, and to Execute and Deliver a Bond Purchase Agreement for the Sale of the Bonds to the Underwriter; Proving for the Collection of Certain Gross Receipts Tax Revenues; Approving Certain Other Agreements and Documents in Connection with the Bonds; Ratifying Action Previously Taken in Connection with the Bonds; Repealing all Ordinances in Conflict Herewith; and Related Matters. (Mayor Webber) (Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

   Committee Review:

Introduced: 06/30/21
Governing Body (request to publish): 07/14/21
Finance Committee: 07/19/21
Public Works and Utilities Committee: 07/26/21
Governing Body (public hearing): 08/11/21

b. Request for Approval for Award of Bid '21/37/B for the City Wide Water Utility Construction & Repair Price Agreement CIP # 3057 with Sub Surface Contracting, Inc. and A.A.C Construction, LLC for $250,000.00 exclusive of NMGRT to each contractor, per Fiscal Year. (Bill Huey, Engineer, bchuey@santafenm.gov, 955-4273) 1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $542,188 from the Water Enterprise Fund cash balance to the Water CIP fund for FY 2022.
Committee Review:
Public Works and Utilities Committee: 07/12/2021
Finance Committee: 07/19/2021
Governing Body: 07/28/2021

c. Request for Approval of Service Agreement in the Total Amount of $1,444,526.87 to Replace Ft Marcy Roof and Skylights; First Mesa Construction, Inc.; Caryn Grosse, clgrosse@santafenm.gov, 505-955-5938

COMMITTEE REVIEW:
Public Works and Utilities Committee: July 12, 2021
Finance Committee: July 19, 2021
Governing Body: July 28, 2021

d. Request for Approval of Amendment #1 to the Santa Fe Civic Housing Authority's Country Club Apartments Rehabilitation Project to extend the term of performance through June 30, 2022. Alexandra Ladd, Director of Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868).
COMMITTEE REVIEW: Finance Committee: 07/19/2021
Quality of Life Committee: 07/21/2021
Public Works and Utilities Committee: 07/26/2021
Governing Body: 07/28/2021

e. Request for Approval of contract amendment No. 1 to the New Mexico Coalition to End Homelessness – Early Intervention Project contract to extend the term of performance through June 30, 2022 and increase the

amount of compensation by $250,000.00 for a total contract amount of $430,000.00. (Alexandra Ladd, Director of Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868). **COMMITTEE REVIEW:**
Finance Committee: 07/19/2021
Quality of Life Committee: 07/21/2021
Public Works and Utilities Committee: 07/26/2021
Governing Body: 07/28/2021

f. Request for Approval of Emergency Procurement of Consuelo's Place/NMCEH Midtown Shelter in the amount of $965,000 to cover 12 months of operations through June 30, 2022. (Alexandra Ladd, Director of Office Of Affordable Housing: agladdd@santafenm.gov, 505-303-9868).
COMMITTEE REVIEW:
Finance Committee: 07/19/2021
Quality of Life Committee: 07/21/2021
Public Works and Utilities Committee: 07/26/2021
Governing Body: 07/28/2021

g. Request for Approval of Fiscal Year 2022 Grant Contract in the total amount of $81,902 for the Foster Grandparent and Retired Senior Volunteer Programs; Corporation for National and Community Service. (Anya Alarid, Volunteer Program Manager: aalarid@santafenm.gov, 955-4744)

Committee Review:
Finance Committee: 07/19/2021
Quality of Life: 07/21/2021
Governing Body: 07/28/2021

h. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Requesting Approval of Fourth Quarter Budget Amendments and Associated New Mexico Department of Finance and Administration/Local Government Division (DFA/GD) Schedule for Fiscal Year 2020/2021. (Andy Hopkins, Acting Budget Officer, ajhopkins@santafenm.gov, 955-6177)

Committee Review
Introduced: 07/14/21
Finance Committee: 07/19/2021
Public Works Committee: 07/26/2021

Governing Body: 07/28/2021

i. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilwoman Villarreal)
A Resolution Authorizing the Sale and Consumption of Beer and Wine at the Montezuma Pocket Park for the Sky Railway Grand Opening on September 3 and 4, 2021, Pursuant to Section 23.6.2(A) SFCC 1987. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 955-6519)

Committee Review:
Introduced: 07/14/21
Finance Committee: 07/19/21
Quality of Life Committee: 07/21/21
Governing Body: 07/28/21

j. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell)
A Resolution Authorizing the Consumption of Alcohol During a Wine Tasting Event Produced by the Santa Fe Wine and Chile Fiesta, a Non-Profit Organization, on City Property During a Friday in September, for the Years 2021-2024, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Finance Committee: 07/19/21
Quality of Life Committee: 07/21/21
Governing Body: 07/28/21

k. Request for Approval of Acceptance of FAA Grant SAF 3-35-0037-054-2021 in the Amount of $607,296 for the Runway 2 Safety Area Grading Improvement Project. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)
1. Request for Approval of BAR to Budget Grant Funding of $607,296.

Committee Review:
Finance Committee: 07/19/21
Public Works and Utilities Committee: 07/26/21
Governing Body: 07/28/21

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, August 2, 2021**

12. **ADJOURN**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JULY 06, 2021
5:00 PM

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Finance Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

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Agenda: The agenda for the meeting will be posted at santafe.primegov.com/portal/search.

1. **CALL TO ORDER**

The meeting began at 5:01 pm

2. **ROLL CALL**

Members Present:

Councilor Roman Abeyta
Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt

Members Excused:

Others Attending:

Bradley Fluetsch, Cash and Investment Manager
Jeff Norris, Attendee
Alexis Lotero, Attendee

Councilor Roman Abeyta was on an excused abscence.

3. **APPROVAL OF AGENDA**

MOTION: Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the as presented.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the consent agenda as amended. Cassatt pulled item a.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee – June 21, 2021

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the minutes as presented.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

a. Request for Approval of a Professional Services Contract in the Total Amount of $254,000 for CHART Consultant Team; Artful Life, LLC. (Pauline Kanako Kamiyama, Arts and Culture Department Director: pkkamiyama@santafenm.gov, 955-470-8482; Kristine Mihelcic, City Clerk and Community Engagement Department Director: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Finance Committee: 7/6/21
Quality of Life Committee: 7/7/21
Public Works and Utilities Committee: 7/12/21
Governing Body: 7/14/21

MOTION: moved, seconded by , to approve the contract as presented.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

b. Request Approval of Budget Amendment Resolution (BAR) for Department of Justice, Office of Justice Programs, FY 20 Coronavirus Emergency Supplemental Funding Grant Award. (Andrew Padilla, Chief of Police: aapadilla@santafenm.gov, 955-5102)

Committee Review:
Finance Committee: 7/6/21
Quality of Life Committee: 7/7/21
Governing Body: 7/14/21

MOTION: moved, seconded by , to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

c. Request Approval of Budget Amendment Resolution (BAR) for New Mexico Department of Transportation Traffic Projects Grant Award. (Andrew Padilla, Chief of Police: aapadilla@santafenm.gov, 955-5102)

Committee Review:
Finance Committee: 7/6/21
Quality of Life Committee: 7/7/21
Governing Body: 7/14/21

MOTION: moved, seconded by , to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

7. **PRESENTATION**

   a. Economic Recovery Update (Dr. Reilly White)

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, July 19, 2021**

12. **ADJOURN**

The meeting ended at 6:11 pm

Liaison

Chair



City of Santa Fe

Public Utilities Division

Internal Audit

March 2021

REDW LLC
CPAs | Advisors

City of Santa Fe
Public Utilities Division
Internal Audit

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City of Santa Fe
Public Utilities Division
Internal Audit

Report

City of Santa Fe
Audit Committee and Management

INTRODUCTION

We performed the internal audit consulting services described below to assist the City of Santa Fe Public Utilities Division (the "Utility Division") in evaluating policies, procedures, processes, and related internal controls over billing and collections process, application of customer account adjustments, management of customer accounts, document retention, cash collections and deposits, system access, actions to collect on debt and corresponding write off adjustments, and services provided by third-party consultants.

Our services were performed in accordance with the terms of our Professional Services Agreement and engagement letter for internal audit services and the applicable Standards for Consulting Services prescribed by the American Institute of Certified Public Accountants. Although we have included management's responses in our report, we do not take responsibility for the sufficiency of these responses or the effective implementation of any corrective action.

An entrance conference was held on December 4, 2020, and fieldwork began December 7, 2020, and continued through March 2021. An exit conference was held on March 31, 2021.

PURPOSE AND OBJECTIVES

Our internal audit focused on evaluating processes over major areas of the Utility Division including billings and collections, customer account adjustments, systems access, cash collection and deposits, and the collections process to determine if processes were performed in compliance with policies and procedures, City Code sections and other applicable laws and regulations.

Arizona
5353 N 16th St, Suite 200
Phoenix, AZ 85016
P 602.730.3600

New Mexico
7425 Jefferson St NE
Albuquerque, NM 87109
P 505.998.3200

Oklahoma
708 N Santa Fe Ave, Suite 110-E
Edmond, OK 73003
P 405.543.1410

OBSERVATIONS, RECOMMENDATIONS AND MANAGEMENT RESPONSE

As a result of our testing, REDW identified the following observations:

1) CONTRACTOR RELIANCE WITH OUTDATED SOFTWARE

The City uses a third-party consulting firm that provides database, development, training, and support services for the Utility Division. The consultant has been working with the City in various capacities for approximately 15 years. One of the main consultants working with the City is a former City employee with a strong background in information technology and possesses the most experience with UCIS, the utility billing system currently utilized by the City. Since August 2019, the City of Santa Fe has expended approximately $1 million in consulting fees, which translates to about $52,000 per month.

Our testing determined that some tasks performed by the consultant would be more appropriately performed by a City employee. Additionally, we did not find any instances where the consultant has developed, provided, and managed a detailed plan for training as included in the most recent contract signed in 2018.

Lastly, it appears that the increased administrative costs incurred by the City and the increased dependence on external consultant is largely caused by the age of the UCIS billing system, which is outdated and has limited functionality.

Potential Risk – High: The City has a high dependency on the third-party consultant. This is in a large part caused by technology that is antiquated with few around who understand it, which has resulted in increased administrative expenses in needing a consultant to navigate the system and troubleshoot. While a great deal of work performed entails technical support requests that the consultant is best equipped to handle, there also appears to be some overlap between other types of work that would be more appropriately performed by a City employee.

Recommendation: The Utility Division should upgrade to a more modern system with adequate functionality that interfaces better with other systems utilized by the Utility Division as well as the City's current ERP system, Munis.

Depending on the timing of the new system implementation, the City should consider avenues to reduce the dependency on external consultants by completing the trainings, as listed in the contract, and documenting key processes and procedures. A formal training and knowledge transfer program facilitated by the consultant should be created. Additionally, the Finance Department should also consider implementing a training program for appropriate employees in the Utility Division on year-end close, quarterly review processes, reconciliations, reporting requirements and report formatting to further reduce the dependency on the consultant who assists in the completion of these tasks.

Management Response: City Council approved a new billing system on March 31, 2021. We anticipate beginning the 14-month implementation in May 2021 with an estimated completion date by the end of FY 2022. While the third party consultant will be the project administrator for the upgrade, the intent is to have ITT become the support for the system and eventually reducing the need for the third party consultant over time to just limited assistance.

The Finance Department will work with Utilities employees to identify key financial processes including year-end close, quarterly reviews, reconciliations, and reporting requirements to ensure employees are versed on the requirements to further assist in reducing the dependency on the consultant. We anticipate this training being implemented by the end of FY 2022 to allow for the new system to be fully implemented and trained on.

2) ADVANCED BILLING IMPLEMENTATION DELAYS

The Utility Division has been utilizing UCIS since 2001 for billing processes and customer account management. The software utilizes an operating system that will no longer be supported effective April 2021 and the system does not have the functionality needed to properly oversee and monitor the various processes**.** While the Utility Division began the process to upgrade to a new billing system in 2013, there have been significant delays and issues encountered and the new system has yet to be implemented. The goal is to begin the implementation of the new utility billing software, Advanced Utility Systems, by the end of fiscal year 2021.

Potential Risk – High: UCIS has limited functionality in comparison to more modern billing systems and few people have been able to master the ins and outs of the system. This has resulted in increased administrative expenses and an increased dependency on third-party consultants to provide support for the system. Risks associated with using outdated technology include: crashes and system downtime, increased maintenance costs, decreased productivity, increased security vulnerabilities, and other potential legal or regulatory compliance risks.

Recommendations**:** The City, in collaboration with the Utility Division, should upgrade the current billing system with a sense of urgency to a more modern billing system with adequate functionality. Once the new billing system is implemented, Utility Division policies and procedures should be updated accordingly. Training should be conducted on the new system to ensure proper usage and functionality is utilized after implementation.

Management Response: City Council approved a new billing system on March 31, 2021. We should be able to start the 14-month implementation period for the new billing system May 2021. Once the system is implemented and employees are trained, the Utilities Division will work to implement policies and procedures over various processes and will implement a periodic review schedule to ensure they are reviewed and updated on at least an annual basis. We anticipate the system implementation to be completed by the end of FY 2022 with the policies and procedures implemented during FY 2023.

3) CUSTOMER ACCOUNT ADJUSTMENTS

Adjustments to customer accounts can be initiated by a customer request (e.g. Low Income Credit), when billing errors are identified during the billing cycle review process (e.g. Out of Balance Adjustment), or when accounts are closed. Adjustments are to be documented in the customer's account in UCIS and reflected on the customer's next bill following approval of the adjustment by the Utility Billing Supervisor, Utility Billing Utility Division Director, Utility Department Director, and City Manager, depending on the total adjustment amount.

The current billing system, UCIS, does not have transaction-level approval capabilities so any employees in the Utility Division can initiate an account adjustment, and depending on the nature of the request, most can process an adjustment as well. This includes individuals who handle cash. Additionally, our testing of a sample of 60 adjustments found two had missing documentation and one where the adjustment was done incorrectly.

Potential Risk – High: The absence of segregation of duties, strong systems access controls and functioning audit trails present an opportunity for inappropriate account adjustments. Additionally, there is an absence of transaction-level approvals in UCIS.

Recommendation: To help reduce the risk of accidental or intentional adjustments to customer accounts, no one person or function should be able to record and authorize an adjustment, especially those handling cash. Account adjustment access should be limited for employees with incompatible job duties. To help ensure that all entries are appropriate, properly authorized, and entered correctly, all staff should submit supporting documentation, regardless the type of adjustment.

The Utility Division should upgrade to a more modern billing system that provides sufficient controls for segregation of duties and transaction-level approvals.

Management Response: The new billing system will have authorization levels for each user, and reviewers or approvers for any adjustments to accounts depending on users job title, supervisor level, or functional area. The Utilities Division will review who should be authorized to perform account adjustments and will set up the new system to reflect that authorization. Employees who process adjustments will also be trained on necessary documentation to be obtained to support the adjustment. This process will be implemented in sync with the new billing system implementation and should be completed in FY 2022.

4) Systems Access

The Utility Division utilized three systems for billing, collections, meter reading, and processing online and recurring electronic customer payments with an additional banking platform to complete different types of financial transactions. Brief descriptions of each systems purpose is described below:

- **Utility Customer Information System (UCIS) –** UCIS is used for billing trash, sewer and water for over 35,000 utility customers in the City of Santa Fe.
- **Paymentus –** The City utilizes Paymentus to process online customer payments and to accept automatic payments via credit card or debit card.
- **Beacon –** The City has replaced over 32,000 residential meters with a new automated meter reading cellular technology (SIM cards). Beacon is a cloud-based software that offers a utility management to meet meter reading, proactive exception management and reporting needs.
- **Banking Platform –** The City uses a banking platform to initiate and complete different types of financial transactions.

The systems and platforms are governed by the City's ITT Department and ITT Computer Access Control Policy which establishes security requirements for the logical access to and control of all City of Santa Fe computer resources. Our testing determined that as of December 2020, there does not appear to be compliance with the "Computer Access Control Policy" which has been broken down by each system below:

<u>UCIS</u>

- 5 of 8 current and active admin/program manager users are employed with a third-party consulting firm. Two of these individuals are classified as working for the ITT

Department and not identified as employees of the third-party consulting firm. Additionally, all 8 admin users do not have a secondary (non-administrative) account set up as required by ITT policy.

- 25 enabled accounts had been inactive for more than 30 days and should have been disabled by ITT. Variances range from 43 days to 1,507 days.
- 2 disabled accounts for terminated employees were not disabled on the day of separation, or the following day. One account was disabled 14 days after separation, the other 1,081 days after.
- 5 enabled accounts remain enabled for terminated employees. Variances range from 8 to 1,052 days.
- 22 currently enabled accounts were set up, but never accessed. These are inactive accounts.
- 3 enabled users had multiple user names.

Banking Platform

- 4 active administrative users did not have a secondary (non-administrative) account set up per ITT Computer Access Control Policy.
- 35 active accounts had been inactive for over 30 days. Variances range from 56 days to 921 days.
- 31 deleted accounts were not deleted on the same day, or following day, of an employee's termination from the City. Of the 31, 6 still remain active in the system. Variances range from 3 days to 1,250 days.
- 2 active users were identified who have 2 active profiles with the same or similar permissions.
- 2 terminated employees were identified with duplicate active accounts with the same or similar permissions.

Paymentus

- 6 of 48 employee user accounts were set up by employees of the third-party consulting firm as opposed to the ITT Department, which violated IT best practices.

Beacon

- 5 active accounts had been inactive for over 30 days. Variances range from 42 days to 80 days.
- 1 terminated employee with administrative access was not deactivated until 13 days after separation.
- 1 terminated employee was not deactivated until 659 days after employee was terminated.

In addition, our testing over the audit logs determined the audit logs for the UCIS system were turned off, therefore, user activity was not being captured to ensure proper monitoring could occur. Lastly, we determined user activity monitoring was not occurring on an annual basis as required by the ITT policy.

Potential Risk – High: The absence of functioning procedures over various systems access components increases the risk that inappropriate access may be given and/or retained after an employee separates from the City. In addition, the absence of audit logs increases the risk inappropriate changes may not be caught. This risk is further escalated as administrative users from external parties have increased levels of access with no monitoring in place to ensure the actions they are performing are appropriate.

Recommendations: The ITT Computer Access Control Policy should be enforced and acknowledged citywide and amongst third-party contractors to ensure compliance, and should be updated regularly as necessary. An active and formal monitoring program, especially over administrative users, should be put into place and performed in accordance with policy. In order to do so, audit logs should be enabled on all systems utilized. All user access should be reviewed and monitored on a regular basis to ensure that current employee access is appropriate, and terminated employee access is restricted appropriately and timely.

Management Response*:* The Utilities Division will implement periodic system access reviews on at least an annual basis over the new billing system to ensure user access roles are aligned with job responsibilities. In the event roles need to be changed, the Division will work with ITT to update roles within the system. All reviews will be documented. In addition, we will work with ITT to transition user set up responsibility back to ITT to reduce the need for the third party consultant in this area. We anticipate this process to be implemented by the end of FY 2022.

The ITT Department is currently going through an internal audit where systems access and compliance with the Computer Access Control Policy are being tested. We will plan to address action steps City-wide to ensure compliance with access policies and ensure various platforms within departments are properly monitored for user access changes.

5) Customer Write-Offs

NMSA 1978 Section 3-37-7 "Determination of Uncollectible Accounts; Removal from Accounts Receivable" states that after a utilities account has been uncollectible for a period of more than four years and efforts have been made to collect, the utility account may be removed from the listing of accounts receivable. Our testing determined the Utility Division has only completed one write-off in 2017 for approximately $2.69 million and a subsequent write-off is pending approval for 2021 for approximately $1.12 million, which includes amounts identified as uncollectible for years 2013 through 2020. This has resulted in bad debt sitting in accounts receivable for longer than it should.

Further testing determined the Utility Division does not have current policies and procedures in place as the policies utilized had remained in draft form since 2013 and were not reflective of the current practices. The absence of policies combined with an outdated billing system had resulted in little to no supporting documentation on file for the accounts included on the write-off nor consistent procedures applied when write-offs need to occur to ensure they were performed timely and received proper review and approvals.

Additionally, the draft policy mentions that certain fees are to be assessed in relation to certain actions to collect (such as the delivery of 2-day notices). Our testing determined that fees of this nature had not been assessed consistently.

Potential Risk: High – The absence of a formal write-off policy and procedure to support the process increases the risk that the Utility Division will continue to experience large write-off requests that do not contain the necessary level of support and review to ensure they were appropriate. Since this process is not functioning on an annual basis and therefore impacting the accuracy of the financial data, this escalates the risk to high.

***Recommendation*:** The Utility Division, in collaboration with the Finance Department, should update and finalize the policies and procedures. The write-off process should include annual procedures to review and submit a write-off on uncollectable accounts. In order to assist the Finance Department with their review process, requirements should be developed to ensure proper supporting documentation is maintained for each customer account documenting the steps of the collection process and support for the review and approval of the subsequent write-off. In addition, the Utility Division expressed they have identified a new billing system that they hope to implement mid-2021. The Utility Division should ensure the new billing system will have the proper capabilities to ensure the attempts for collections on past due accounts can be tracked, documentation maintained, and provide reports so uncollectible accounts can be properly monitored. Lastly, the Utility Division should establish procedures to estimate an allowance for bad debts each year.

***Management Response*:** The Utilities Division will work with Div./Dept./Finance/Legal/Council to implement yearly write-off policies and procedures for uncollectable debt of old accounts and prepare for a annual yearly write-off of accounts per state statue and city policies. The Division will also work with the Finance Department to determine estimates surrounding allowance for uncollectable accounts. We anticipate the policies and formal process to be implemented by December 2021.

The Finance Department will develop a set of templates to assist the Utilities Division with preparing proper supporting documentation when submitting the write-off requests.

6) Actions to Collect and Write-Off Adjustments

In February 2017, the Utility Division was approved to determine uncollectible utility accounts and remove them from accounts receivable in the amount of $2,695,881.82 in accordance with NMSA § 3-37-7 which allows for utility accounts that have been deemed as uncollectible for a period of more than four years to be removed from accounts receivable (written off). During this same time period, the Utility Division began redesigning their collections process to be more effective, efficient, and to prevent continued revenue losses. Prior to 2017, collections efforts were largely non-existent.

In 2020, a moratorium was placed on water shut-offs for non-payment of the bill. As such, since the moratorium was put in place, no actions to collect on past due customer accounts had been performed and many customer accounts have become severely past due. At this time, there does not appear to be a plan in place for collection efforts once the moratorium is lifted.

Potential Risk – Moderate: Lack of consistent follow-up on uncollectable accounts elevates the risk that write offs will continue in subsequent years, which is lost revenue to the City.

Recommendations*:* Policy 10.0.0 – Utility Billing Collections & Uncollectible Debt Policy should be revised, finalized, and enforced department-wide to ensure that controls are consistent throughout the process (whether an employee works in billing, collections, or customer service)

and to ensure that sufficient evidence of attempts to collect on the debt have, in fact, occurred prior to amounts being written off. Account delinquency and actions to collect should be well documented, per Policy 16.0.0 – Utility Billing Account Adjustment Policy, in anticipation of future write offs. Policy 10.0.0, 16.0.0, and other relevant adjustment specific policies should also be updated to reflect what additional fees can be assessed to account owners and when for non-payment (such as the delivery of 2-day notices). Additionally, the Utility Division should implement a plan for collections over past due customer accounts post-moratorium. The Utility Division should also work with legal to address the potential contradictory nature of New Mexico Constitution, Article IX, Section 14 and NMSA § 3-37-7 in order to add clarifying language to relevant policies and procedures.

***Management Response*:** The Utilities Division will document current procedures for debt collection, two day notices, turn off/on procedures due to non-payment as well as procedures for third party collection for closed accounts and final bills. In addition, this policy will also be reviewed to ensure compliance with state statute and any other City rules as applicable. This policy will be finalized and approved by the end of FY 2022. The new billing system should have automatic reports for these non-payment procedures either during COVID or any type of moratorium to assist the department in identifying past due accounts and monitor them appropriately.

7) CASH HANDLING – COLLECTIONS & DEPOSITS

The Utility Division has a separate cashiering function operating as an arm of the City's Cashier Office. The Cashier Office Policy, NMSA § 6-10-2 *Public Money; Cash Books; Daily Balance; Public Record*, and NMSA § 6-10-3 *Payment of State Money into Treasury* define rules and procedures for the operation of cashiering functions, including requirements to deposit monies daily within 24-hours of receipt, daily reconciliations, and restricting access to secure offices for the safeguarding of cash and cash equivalents. When the Cashier Office Policy was put into place in June 2018, the Finance Department and Treasury Utility Division expressed an intention to review and update the cash handling policy on an annual basis. The policy has not been updated since it was put into place.

Our testing determined that appropriate controls are not in place regarding end-of-shift cash balancing and drawer reconciliation. The Cashier Office Policy states that cash counts should always be performed in the presence of the individual responsible for the cash and by an individual who is not performing cashiering functions. The count is to be reconciled with daily receipts by someone independent of cashiering and cash count functions, when possible. Cash counts and review of related paperwork were not always performed simultaneously in the presence of an appropriate reviewer or supervisor.

The Cashier Office Policy states that revenues should be deposited daily for amounts greater than $100 and NMSA § 6-10-3 does not indicate a dollar threshold; therefore, this policy is out of compliance with NMSA. Additionally, 9 of 40 deposits tested were not deposited within 24 hours or by the close of business the following day.

Potential Risk – Moderate: Cash handling policies that are not followed increases the opportunity for loss or theft to occur.

Recommendations: Adherence to the Cashier Office Policy establishes uniform practices to safeguard the City's financial assets and to prevent mishandling of funds. Internal controls require separation of duties and preventative and detective measures. The Utility Division has a responsibility to properly segregate job duties so that no one person handles cash transactions from beginning to end and to assign responsibilities in a manner, which encourages checks and balances. When it is not possible to properly segregate duties due to size or staffing constraints, management should identify compensating controls to minimize the impact and likelihood of the deficiency related to the review and approval of daily deposits and cash counts. All assignments of responsibilities should be documented and the Cashier Office Policy which should be reviewed and updated to ensure compliance with NMSA. A contingency plan should be put into place to ensure that all monies are deposited within 24-hours of receipt in accordance with the Cashier Office Policy and NMSA § 6-10-3 in the case that Loomis isn't able to pick up deposits timely. Such a plan should take into account the proper safeguarding of assets as well as employee safety.

Management Response: The Utilities Division/Cashiering will work with the Finance Department to ensure that pickups for deposits are done daily. In the event a deposit cannot be picked up, the Utilities Division will identify alternate procedures to get the deposit to the bank within the 24-hour rule to ensure compliance with state statute. In addition, a permanent role will be established to help the Accounting Technicians with their end-of-shift count. If an employee outside the Cashiering function cannot be found, the Account Technicians will validate all paperwork under the 24/7 cameras. Camera footage will be reviewed the next day by someone other than the Account Technicians to ensure processes were followed. Lastly, the Cashier Office Policy will be reviewed to ensure compliance with City policies and state statute. This will be completed by the end of FY 2021.

8) ORPHAN AND LEGACY ACCOUNTS

Within the UCIS Billing system, several accounts exist where there is a receivable balance but no associated utility account (orphan account) or the account was a transfer from an old accounting system (legacy account). The orphan accounts total approximately $200,000 and the legacy accounts total approximately $130,000. Our testing determined these amounts have remained in the City's accounts receivable balance since at least 2001.

Potential Risk: Moderate – The absence of a process in place to ensure orphan and legacy account balances are removed from the UCIS system escalates the risk that accounts receivable balances will continue to be overstated.

***Recommendation*:** The Utility Division, in collaboration with the Finance Department, should review all orphan and legacy accounts and provide a detailed listing of the specific accounts that need to be removed. The listing should include a description of the source of the account, a reason why it is necessary to remove, as well as any other supporting documentation that validates why the account should no longer be in the accounts receivable balance. Once the accounts have been removed, a comparison to current data should be performed to ensure no additional data was erroneously removed from the UCIS system.

***Management Response*:** The Utilities Division will work with Div./Dept./Finance/Legal/Council to write-off the orphan and legacy accounts which are intended to be included in the 2021 proposed write off. In order to properly document this, we will run reports for these accounts with balances, prepare a memo with amounts broken out by GL off-set (Water, WWM, ESD,

Storm Water, etc.), prepare a resolution and request a Councilor to support the resolution as well as receive a memo from Finance supporting the write-off amount, send through committees and to Council meetings to be included in a immediate write-off. We anticipate trying to complete this by the end of calendar year 2021.

9) UNALLOCATED FUNDS/CUSTOMER REFUNDS

When a customer begins utility services, a security deposit is required in order to commence services. This deposit is held in a trust account until the customer closes the account at which point the Utility Division refunds the deposit amount. For several accounts, which existed prior to 2003, the security deposit still remains in trust despite several attempts to issue a refund. While these balances should have been transferred to the State of New Mexico Unclaimed Property, processes were not in place over these accounts to collect personal information such as social security numbers, alternate mailing addresses, etc. which is required information to submit an amount to Unclaimed Property. While the Finance Department was able to segregate the accounts to a liability account which is currently at approximately $15,000, many of the accounts have remained for extended periods of time with no process in place to transfer the funds as owners cannot be located nor will Unclaimed Property take over the funds.

Through our inquiries, we also determined a stale dated check report has not been produced in over a year and as a result, there is a high likelihood that many accounts that were issued refunds need to be reversed and voided to place the credit back on the account since the check was never cleared.

Potential Risk: Moderate – The absence of a process in place to ensure funds are transferred to appropriate individuals increases the risk that funds will continue to be held in the liability account despite the significant age of the accounts.

***Recommendation*:** The Utility Division should work to identify a plan to either issue refunds to customers or work with the State of New Mexico Unclaimed Property to determine what next steps are allowable to ensure funds can be properly removed from the Utility Division's liability account. In addition, a review process should be put in place over the stale dated check report and required actions steps post review should be taken to ensure customer accounts reflect accurately. A process to annually review unclaimed funds and transfer those funds to the State should be implemented.

***Management Response*:** The Utilities Division will work with city departments, Finance, Legal and State of New Mexico Unclaimed Property section to try to return funds to customers. In addition, we will create targeted policies addressing how unclaimed funds should be handled so that these do not continue to happen. We will work with Finance to establish a process for receiving the stale dated checklist on a monthly basis to ensure proper reviews can be performed. We plan to have this implemented by the end of calendar year 2021.

10) BILLING CYCLE CHECKLISTS

On a monthly basis, the Utility Division runs a series of reports in coordination with the billing cycle to determine if potential variances exist in the billing data. Examples include sudden increased usage, missed meter reads, and other instances which may indicate a problem. This process is tracked utilizing a Billing Cycle Checklist which is reviewed by the Utility Billing Supervisor, or designee, each billing cycle to ensure each step was completed. We identified 4 of the 12 months tested where the number of adjustments recorded for the billing cycle were not

noted on the checklist, nor was the adjustment listing attached. Additionally, there is an absence of policies and procedures in place to assist employees with ensuring Utility Division processes are followed when a variance is discovered (i.e. when a missed meter is identified and needs to be corrected within a specific amount of time to ensure the billing process can continue).

***Potential Risk: Low* –** The absence of policies and procedures escalates the risk that employees may not be aware of Utility Division processes when it comes to correcting billing and irregular usage variances. This risk is reduced to low however as the Billing Cycle Checklist has been developed and is reviewed monthly to ensure proper steps were followed.

Recommendation: The Utility Division should implement policies and procedures over the billing review process to ensure process steps are clearly stated and employees are aware of the expectations when investigating and resolving billing errors. The policies and procedures should include detail regarding when variances must be corrected by, the process to investigate and resolve, as well as what supporting documentation is required to support the correction and identified resolution. These policies should be periodically reviewed to ensure they reflect potential changes in the process if applicable.

***Management Response*:** The Utilities Division will continue to add to the current billing checklists and summarize these checklists into a formal policy. As the billing system is changing we will update these checklist and policies once finalization of the new billing system is completed. We plan to have this implemented by the end of FY 2022.

PROCEDURES PERFORMED AND INFORMATION GATHERED

We performed the following testwork:

***Billing Cycle Checklists*:** We selected 12 Billing Cycle Checklists from July 2019 to June 2020, and tested to determine if:

- Necessary error and irregular usage reports were produced and attached to the Billing Cycle Checklist;
- Errors and irregular usage identified were investigated, resolved, and reviewed;
- Number of adjustments recorded for cycle were noted on checklist and adjustment listing was attached; and,
- Checklist and attachments were reviewed and signed by the Billing Staff Member and Billing Supervisor.

***Write Off Process*:** We gained an understanding of policies, procedures, and internal controls related to the 2017 write off as well as the proposed 2021 write off and tested to determine if documentation was in place to support the amount and proper reviews had taken place.

***Actions to Collect and Write Off Adjustments*:** We selected 20 accounts written off in 2017, 20 accounts included in the proposed 2021 write off, and 20 accounts from a future write off estimate listing and tested to determine if:

- Level one delinquency – 30 days past due notice was delivered;
- Level two delinquency – 60-day notice was delivered and phone call was performed signifying that waster would be shut off in 15 days;
- Level three delinquency – 2-day notice was hand delivered signifying that water would be shut off in 2 days if no payment is received;
- No payment was received after delivery of 2-day notice, water service was shut off (pre-COVID-19 only);
- No payment was received after 90 days and the customer account had an outstanding balance of $500 or more, the City recorded a lien against property per NMSA 1978 3-23-6;
- No activity was reflected in the account for at least 4 years and write off adjustment was correctly recorded in the account for account balance plus finance charges per NMSA 3-37-7;
- The proper fee(s) were imposed on the account for delivery of 2-day notices or the recording of a lien.

***System Access (UCIS, Paymentus, Beacon, and Wells Fargo CEO)*:** For the UCIS, Paymentus, Beacon, and banking platform, we obtained a listing of enabled and disabled users within each as of December 2020. We then obtained a listing of terminations, promotions, and transfers from the City of Santa Fe Human Resources Department as of December 2020 and tested to determine:

- Employees who had terminated, were promoted or transferred were disabled on the same day of the termination;
- Active users whose accounts had not been utilized for 30 days were disabled;

In addition, for each system, we tested to determine if audit logs were enabled and monitored for irregular activity and all users had a unique username. Lastly, we tested to determine if administrative user access was set-up and monitored in compliance with ITT policies and procedures.

***Third-Party Consultant Scope of Work*:** We obtained the service agreement in place with the third-party consulting firm as of August 2018 and two amendments to the original service agreement dated May 2019 and June 2020. We also obtained IT work orders, vendor invoices for the period October 2018 through January 2021, and weekly status reports. We tested to determine if the work performed was within the scope of the service agreement and did not appear to overlap with departmental employee responsibilities per job descriptions.

Cash Handling – Cash Collections and Deposits: From a total population of approximately 700 cash batches performed from July 1, 2019 through November 30, 2020, we selected a sample of 40 cash batches. Within each batch, we then selected 1 cash receipt and requested the supporting documentation in place. We then tested to determine the receipt given to the customer and the receipt retained by the city agreed to the batch entry.

In addition, we performed an analysis over the general ledger from July 1, 2019 to November 30, 2020, and identified all payments received over $10,000. From this listing, we excluded payments submitted electronically, or via direct debit or lockbox. From a total population of 116 payments, we selected 26 and tested to determine if cash was received that exceeded $10,000, the IRS Form 8300 was filed.

We also gained an understanding of the processes in place to secure, record and deposit cash receipts and tested to determine:

- Deposit slip contained the required information including date of deposit and the signature and department of deposit preparer;
- Cash deposits were completed within 24 hours of receipt or before the close of the business the following days; and,
- The Account Technician/Cashiers balanced and validated their cash drawer and deposit slips were reviewed and verified by a second individual.

Additionally, we compared the Cashier Office Policy with NMSA § 6-10-3 *Payment of State Money into Treasury* to ensure that the timing of daily deposits was appropriately reflected in the Cashier Office Policy.

Customer Account Adjustments: From a total population of 20,856 account adjustments performed from July 1, 2019 through November 30, 2020, we selected a sample of 60 and tested to determine:

- An adjustment report was produced;
- Adjustments were routed to the Utility Billing Supervisor for review;
- Documentation for the adjustment included the adjustment form, memo, account history, adjustment calculations, and the data application form;
- Adjustments were routed through each level of approval based on the adjustment amount; and,
- Adjustment was correctly reflected in the customer's account history.

Orphan/Legacy Accounts: We gained an understanding of the orphan and legacy accounts, which currently reside within the Utility Division's accounts receivable balance, including their source and approximate cumulative amount. We determined if processes were in place to remove the accounts to ensure accounts receivable were properly reflected.

Unallocated Funds: We gained an understanding of the different types of funds included in the unallocated funds universe, including where they originated from and what actions had been taken by the Utility Division to return funds to account owners.

In order to gain an understanding of the processes and operations, we interviewed the following personnel:

Utilities Division

- Shannon Jones, Public Utilities Department Director
- Nancy Jimenez, Utility Billing Utility Division Director

- Halona Crowe, Utility Billing Supervisor
- Kathy Valdez, Utility Billing Supervisor
- Andrea Tapia, Collections Account Specialist
- Maya Martinez, Public Utilities Fiscal Administrator
- Stephen Morales, Public Utilities Senior Financial Analyst

Information Technology & Telecommunications Department

- Manuel Gonzales, Information Technology and Telecommunications Program Manager
- Bradley Purdy, Information Technology and Telecommunications EAS Manager Chief Information Security Officer
- Felix Herrera, Information Technology and Telecommunications System Administrator
- Steven Santistevan, Information Technology and Telecommunications EAS Manager
- Chris Miller, Information Technology and Telecommunications System Analyst

Finance Department

- Mary McCoy, Finance Director
- Debra Harris-Garmendia, Accounting Officer

In order to gain an understanding of the processes, we read relevant portions of:

- Santa Fe City Codes:
  - Chapter XIII – Stormwater Utility
  - Chapter XV – Utility Bills
  - Chapter XXI – Environmental Services
  - Chapter XXI – Sewers
  - Chapter XXV – Water
- City of Santa Fe Comprehensive Annual Financial Report (CAFR) Financial Statement Findings for fiscal year 2018 and 2019.
- 2015 New Mexico Office of the State Auditor Government Accountability Office Risk Advisory on Municipal Utilities
- 2013 New Mexico State Statute, Chapter 23 – Municipalities, Article 23 – Public Utilities
- 2006 New Mexico State Statute – Section 3-37-7 – Determination of uncollectible account; removal from accounts receivable
- 2006 New Mexico Statute – Section 6-10-2 – Public money; cashbooks; daily balance; public record.
- 2006 New Mexico Statute – Section 6-10-3 – Payment of state money into treasury; suspense funds.

- Utility Billing Policy 2.0.0 – Dispute Resolution Policy & Procedure (effective July 1, 2003)
- Utility Billing Policy 3.0.0 – Utility Billing Appeals Procedure (effective July 18, 2003 and revised November 5, 2003)
- Utility Billing Policy 4.0.0 – Utility Billing Special Fee and Penalty Policy and Procedures (effective September 30, 2003 and revised April 22, 2014)
- Utility Billing Policy 5.0.0 – Utility Billing Finance Charges (effective April 4, 2004)
- Utility Billing Policy 6.0.0 – Customer Requested Cut-Out (Water) Policy (effective April 1, 2004)
- Utility Billing Policy 7.0.0 – Water Leak Credit (effective June 26, 2013 and revised May 6, 2013)
- Utility Billing Policy 9.0.0 – Utility Billing Payment Arrangement Policy (effective February 17, 2006)
- Utility Billing Policy 10.0.0 – Utility Billing Collections & Uncollectible Debt Policy (DRAFT dated March 1, 2013)
- Utility Billing Policy 13.0.0 – Low Income Credit Policy (effective January 1, 2006)
- Utility Billing Policy 14.00 – Incoming Mail Policy (effective January 26, 2006)
- Utility Billing Policy 15.0.0 – One-Time Credit for High Consumption Due to Unknown Cause (effective March 31, 2006)
- Utility Billing Policy 16.0.0 – Utility Billing Account Adjustment Policy
- Utility Billing Policy 17.0.0 – Utility Billing Disconnect for Non-Payment Policy (effective June 26, 2013)
- Treasury Department Cashier Office Policy (effective January 1, 2018)
- Cashier Unit Financial Management Manual (draft)
- AS400 Billing Schedule Procedures
- Standard Operating Procedures
    - 2-Day Notices
    - 725 Work Orders (Disconnect for Non-Payment)
    - 740 Work Order (Reconnect)
    - Bankruptcy
    - Final Bill Letter
    - Lien Placement
    - Release of Lien
    - Meter Tampering
    - Nonpayment Disconnect for NSF Checks
    - Payment Arrangements

  - Collection Agency
  - Entering Account Adjustments
  - Low Income Credit
  - One-Time Credit for High Consumption Due to Unknown Cause
  - Vacancy Applications
  - Seller-Buyer Transfers
- City of Santa Fe Job Descriptions
  - Account Specialist
  - Administrative Assistant
  - Automated Meter Reader Tech
  - Customer Service Representative
  - Meter Reader
  - Project Administrator
  - Project Specialist
  - Senior Financial Analyst
  - Utilities Collections Specialist
  - Utility Billing Utility Division Director
  - Utility Billing Investigator
  - Utility Billing Manager
- City of Santa Fe ITT Department Computer Access Control Policy
- ITT Department Policy 2600-3-2 – Technology Resource Acceptable Use Policy (effective January 1, 2001 and revised October 2, 2003)
- Third-Party Consulting Professional Services Agreement (signed August 2018) and Amendment No. 2 to Professional Services Agreement (signed June 2020)

* * * * *

This report is intended solely for the information and use of City of Santa Fe's management, Audit Committee and City Council members. If additional procedures had been performed, other matters might have come to our attention that would have been reported to you.

We received excellent cooperation and assistance from City of Santa Fe personnel during the course of our testing. We very much appreciate the courtesy and cooperation extended to our personnel. We would be pleased to meet with you to discuss our findings and answer any questions.

REDW LLC

Albuquerque, New Mexico
May 18, 2021

City of Santa Fe Finance Committee- Presentation of the Public Utilities Internal Audit Report

REDW LLC expertise.

Jessica Bundy, CPA
Principal

Cait Gutierrez, CPA
Internal Audit Manager

The information provided herein is for informational purposes only and should not be construed as financial, investment, tax, accounting or legal advice.

Key Focus Areas

- Billing and Collections
- Customer Account Adjustments
- Systems Access on key software
- Cash Collections and Deposits
- Account Collections

Observations and Recommendations

- Contractor Reliance With Outdated Software
- Advanced Billing Implementation Delays
- Customer Account Adjustments
- Systems Access
- Customer Write-Offs

Observations and Recommendations – cont.

- Actions to Collect and Write-Off Adjustments
- Cash Handling – Collections & Deposits
- Orphan and Legacy Accounts
- Unallocated Funds/Customer Refunds
- Billing Cycle Checklists

Questions?

City of Santa Fe New Mexico
Memorandum

Date: July 1, 2021

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

Via: Alexis Lotero, Acting Finance Director AL

From: Bradley Fluetsch, CFA, Planning and Investment Officer BF

RE: $14,745,000 CITY OF SANTA FE, NEW MEXICO
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021

EXECUTIVE SUMMARY:

The proposed Bill refunds two of the City's outstanding bonds, a Senior Lien GRT Bond and a Subordinate Lien GRT bond into a single Subordinate Lien GRT Revenue Bond at much lower interest rates, saving the City an estimated $1.35 million in interest expense over the next five years.

BACKGROUND:

Municipal bonds typically have a call option allowing a municipal government to refund bonds if it is advantageous to the entity. The 2010B and the 2012A became eligible for the City to refund in the past year. According to the City's Debt Policy, Section IX. C the City may issue current refunding bonds when advantageous, legally permissible and prudent and when net present value of savings equal three percent. According to the City's Municipal Advisor, the estimated savings is $1,347,067 or a net present value of savings of $1,014,398, easily exceeding the three percent policy requirement.

ACTION REQUESTED:

Staff request that the committees and Governing Body approve the bill authorizing the issuance of the 2021 Subordinate Lien Gross Receipts Tax Refunding Revenue Bond in the amount of $14,745,000 subject to market conditions, which may alter the amount of the issuance or actual savings.

ATTACHMENTS:

Bill
Fiscal Impact Report
Financing Schedule
Preliminary Official Statement
Savings Estimate

AN ABSTRACT OF PROCEEDINGS

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 (the "City") in the County of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the ___ day of _____, 2021.

Upon roll call the following were found to be present, constituting a quorum of the Governing Body:

PRESENT: Mayor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

ABSENT:

_____

Thereupon the following proceedings, among others, were had and taken:

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2021-___

ADOPTION OF ORDINANCE NO. 2021-____

Issuance of Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021.

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF SANTA FE, NEW MEXICO SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS, SERIES 2021 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $14,745,000 FOR THE PURPOSE OF (1) REFUNDING, DISCHARGING AND PAYING THE CITY OF SANTA FE, NEW MEXICO SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS, SERIES 2010B AND MATURING ON AND AFTER JUNE 1, 2022; (2) REFUNDING, DISCHARGING AND PAYING THE CITY OF SANTA FE, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2012A AND MATURING ON AND AFTER JUNE 1, 2022; AND (3) PAYING COSTS OF ISSUANCE OF THE SERIES 2021 BONDS; CALLING FOR THE REDEMPTION OF THE OUTSTANDING SERIES 2010B BONDS AND SERIES 2012A BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE FROM CERTAIN GROSS RECEIPTS TAX REVENUES DISTRIBUTED TO THE CITY; APPROVING THE SELECTION OF AN UNDERWRITER AND FORMS OF A PRELIMINARY OFFICIAL STATEMENT AND A

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PAYING AGENT REGISTAR AND DEPOSITARY AGENT AGREEMENT; DELEGATING AUTHORITY TO THE MAYOR OR, IN THE MAYOR'S ABSENCE, THE CITY MANAGER OR FINANCE DIRECTOR, TO APPROVE THE FINAL PRINCIPAL AMOUNT, INTEREST RATES AND OTHER DETAILS OF THE BONDS WITHIN THE PARAMETERS SET FORTH IN THIS AUTHORIZING ORDINANCE, AND TO EXECUTE AND DELIVER A BOND PURCHASE AGREEMENT FOR THE SALE OF THE BONDS TO THE UNDERWRITER; PROVIDING FOR THE COLLECTION OF CERTAIN GROSS RECEIPTS TAX REVENUES; APPROVING CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE BONDS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND RELATED MATTERS.

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Santa Fe, New Mexico (the "City") is a legally created, established, organized and existing incorporated charter municipality with home-rule powers under the constitution and laws of the State of New Mexico; and

WHEREAS, pursuant to Section 7-1-6.4 NMSA 1978 the City receives monthly State-Shared Gross Receipts Tax Revenues from the New Mexico Department of Taxation and Revenue equal to one and two hundred and twenty-five thousandths percent (1.225%) of the gross receipts of persons engaging in business within the City, as determined and adjusted under the Gross Receipts and Compensating Tax Act, Chapter 7, Article 9 NMSA 1978; and

WHEREAS, pursuant to the Municipal Local Option Gross Receipts Taxes Act, Sections 7-19D-1 through 7-19D-18, NMSA 1978, and the One-Half Percent Municipal Gross Receipts Tax

Ordinance, the City has imposed a municipal gross receipts tax on persons engaging in business in the City in the amount of one-half of one percent (0.50%) and receives monthly One-Half Percent Municipal Gross Receipts Tax Revenues from the New Mexico Department of Taxation and Revenue, as determined and adjusted under the Municipal Local Option Gross Receipts Taxes Act. The One-Half Percent Municipal Gross Receipts Tax was imposed by City Ordinance No. 1981-45 and is dedicated for capital improvements to City facilities and street and road construction and reconstruction as authorized by the Municipal Local Option Gross Receipts Taxes Act. Other increments of Municipal Local Option Gross Receipts Tax are imposed by the City which are not pledged for payment of Parity Superior Obligations, Subordinate Lien Obligations or Super Subordinate Obligations; and

WHEREAS, pursuant to Section 7-19D-11 NMSA 1978 and City Ordinance No. 1993-21, the City has imposed an infrastructure gross receipts tax on persons engaging in business in the City and receives monthly distributions of Infrastructure Gross Receipts Tax Revenues from the New Mexico Department of Taxation and Revenue equal to 1/16th of one percent (0.0625%) of the gross receipts of persons engaging in business within the City, as determined and adjusted under the Municipal Local Option Gross Receipts Taxes Act and the Tax Administration Act. The Infrastructure Gross Receipts Tax is dedicated for purposes authorized by Section 7-19D-11 NMSA 1978; and

WHEREAS, pursuant to Section 7-19D-10 NMSA 1978, and City Ordinance No. 1993-20, the City has imposed an environmental services gross receipts tax on persons engaging in business in the City and receives monthly distributions of Environmental Services Gross Receipts Tax Revenues from the New Mexico Department of Taxation and Revenue equal to 1/16th of one percent (0.0625%) of the gross receipts of persons engaging in business within the City, as determined and adjusted under the Municipal Local Option Gross Receipts Taxes Act and the Tax Administration Act. The Environmental Services Gross Receipts Tax is dedicated for purposes

authorized by Section 7-19D-10 NMSA 1978; and

WHEREAS, the Environmental Services Gross Receipts Tax Revenues are not pledged to the repayment of the Bonds; and

WHEREAS, pursuant to Ordinance No. 2010-26, passed and adopted by the Governing Body on November 10, 2010, the City issued its "City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2010B" (herein the "Series 2010B Bonds") in an aggregate principal amount of $10,490,000, payable from and constituting a subordinate (but not an exclusive subordinate) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues, and the Infrastructure Gross Receipts Tax Revenues (of which $4,860,000 of such Series 2010B Bonds remains outstanding); and

WHEREAS, pursuant to Ordinance No. 2012-7, passed and adopted by the Governing Body on January 25, 2012, the City issued its "City of Santa Fe, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A" (herein the "Series 2012A Bonds") in an aggregate principal amount of $32,725,000, payable from and constituting a first (but not an exclusive first) lien on the State-Shared Gross Receipts Tax update Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues, and the Infrastructure Gross Receipts Tax Revenues (of which $10,735,000 of such Series 2012A Bonds remain outstanding); and

WHEREAS, pursuant to Ordinance No. 2012-6, passed and adopted by the Governing Body on January 25, 2012, the City issued its "City of Santa Fe, New Mexico Gross Receipts Tax (Subordinate Lien)/Wastewater Systems Refunding Revenue Bonds, Series 2012B" (herein the "Series 2012B Bonds") in an aggregate principal amount of $14,280,000 , payable from and constituting a subordinate (but not an exclusive subordinate) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues, the Environmental Services Gross Receipts Tax Revenues, and the Infrastructure Gross Receipts Tax Revenues and a first (but not an exclusive first) lien on the Wastewater System Revenues (of which

$1,960,000 of such Series 2012B Bonds remain outstanding); and

WHEREAS, pursuant to Ordinance No. 2013-19, passed and adopted by the Governing Body on May 8, 2013, the City issued its "City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2013B" (herein the "Series 2013B Bonds") in an aggregate principal amount of $13,780,000, payable from and constituting a subordinate (but not an exclusive subordinate) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues, and the Infrastructure Gross Receipts Tax Revenues (of which $11,245,000 of such Series 2013B Bonds remain outstanding); and

WHEREAS, pursuant to Ordinance No. 2014-27, passed and adopted by the Governing Body on August 27, 2014, the City issued its "City of Santa Fe, New Mexico Gross Receipts Tax Improvement Revenue Bonds, Series 2014" (herein the "Series 2014 Bonds") in an aggregate principal amount of $15,460,000, payable from and constituting a first (but not an exclusive first) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues and the Infrastructure Gross Receipts Tax Revenues (of which $14,615,000 of such Series 2014 Bonds remain outstanding); and

WHEREAS, pursuant to Ordinance No. 2016-21, passed and adopted by the Governing Body on May 25, 2016, as supplemented by Resolution No. 2016-50 passed and adopted by the Governing Body on June 23, 2016, the City issued its "City of Santa Fe, New Mexico Senior Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016A" (herein the "Series 2016A Bonds) in an aggregate principal amount of $6,700,000, payable from and constituting a first (but not an exclusive first) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues and the Infrastructure Gross Receipts Tax Revenues (of which $2,140,000 of such Series 2016A Bonds remain outstanding); and

WHEREAS, pursuant to Ordinance No. 2016-21, passed and adopted by the Governing Body on May 25, 2016, as supplemented by Resolution No. 2016-50 passed and adopted by the

Governing Body on June 23, 2016, the City issued its "City of Santa Fe, New Mexico Senior Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016B" (herein the "Series 2016B Bonds) in an aggregate principal amount of $21,900,000, payable from and constituting a first (but not an exclusive first) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues and the Infrastructure Gross Receipts Tax Revenues (of which $10,225,000 of such Series 2016B Bonds remain outstanding); and

WHEREAS, pursuant to Ordinance No. 2016-21, passed and adopted by the Governing Body on May 25, 2016, as supplemented by Resolution No. 2016-50 passed and adopted by the Governing Body on June 23, 2016, the City issued its "City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016C" (herein the "Series 2016C Bonds) in an original aggregate principal amount of $9,480,000, payable from and constituting a subordinate (but not an exclusive subordinate) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues and the Infrastructure Gross Receipts Tax Revenues (of which $475,000 of such Series 2016C Bonds remain outstanding); and

WHEREAS, pursuant to Ordinance No. 2016-21, passed and adopted by the Governing Body on May 25, 2016, as supplemented by Resolution No. 2016-50 passed and adopted by the Governing Body on June 23, 2016, the City issued its "City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016D" (herein the "Series 2016D Bonds") in an original aggregate principal amount of $2,020,000, payable from and constituting a subordinate (but not an exclusive subordinate) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues and the Infrastructure Gross Receipts Tax Revenues (of which $1,510,000 of such Series 2016D Bonds remain outstanding); and

WHEREAS, pursuant to Ordinance No. 2017-8, passed and adopted by the Governing

Body on April 26, 2017, the City issued its "City of Santa Fe, New Mexico Taxable Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2017" (herein the "Series 2017 Taxable Bonds") in an original aggregate principal amount of $4,530,000, payable from and constituting a subordinate (but not an exclusive subordinate) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues and the Infrastructure Gross Receipts Tax Revenues (of which $3,555,000 of such Series 2017 Taxable Bonds remain outstanding); and

WHEREAS, pursuant to Ordinance No. 2017-23, passed and adopted by the Governing Body on November 8, 2017, the City issued its "City of Santa Fe, New Mexico Gasoline Tax/Subordinate Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018" (herein the "Series 2018 Gasoline Tax/Subordinate Lien GRT Bonds") in an original aggregate principal amount of $10,290,000, payable from and constituting a subordinate (but not an exclusive subordinate) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues and the Infrastructure Gross Receipts Tax Revenues (of which $7,745,000 of such Series 2018 Gasoline Tax/Subordinate Lien GRT Bonds remain outstanding); and

WHEREAS, pursuant to Ordinance No. 2018-25, passed and adopted by the Governing Body on October 31, 2018, the City issued its "City of Santa Fe, New Mexico Senior Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018A in an original aggregate principal amount of $20,000,000, payable from and constituting a first (but not an exclusive first) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues and the Infrastructure Gross Receipts Tax Revenues (of which $18,975,000 of such Series 2018A Bonds remain outstanding); and

WHEREAS, pursuant to Ordinance No. 2019-7, passed and adopted by the by the Governing Body on May 29, 2019 the City authorized the execution and delivery of a Taxable

Refunding Loan Agreement with the New Mexico Finance Authority (the "2019 Finance Authority Refunding Loan") in an original principal amount of $23,705,000, payable from and constituting a subordinate (but not an exclusive subordinate) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues and the Infrastructure Gross Receipts Tax Revenues (of which $21,905,000 of such 2019 Finance Authority Loan remains outstanding); and

WHEREAS, pursuant to Ordinance No. 2019-17, passed and adopted by the by the Governing Body on August 28, 2019 the City authorized the execution and delivery of a Taxable Loan Agreement with the New Mexico Finance Authority (the "2019 Finance Authority Parking Improvements Loan") in an original principal amount of $1,575,000, payable from and constituting a subordinate (but not an exclusive subordinate) lien on the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues and the Infrastructure Gross Receipts Tax Revenues (of which $1,195,000 of such 2019 Finance Authority Parking Improvements Loan remains outstanding); and

WHEREAS, except for the outstanding the Series 2010B Bonds, the Series 2012A Bonds, the Series 2012B Bonds, the Series 2013A Bonds, the Series 2013B Bonds, the Series 2014 Bonds, the Series 2016A Bonds, the Series 2016B Bonds, the Series 2016C Bonds, the 2016D Bonds, the Series 2017 Taxable Bonds, the Series 2018 Gasoline Tax/Subordinate Lien GRT Bonds, the Series 2018A Bonds, the 2019 Finance Authority Refunding Loan and the 2019 Finance Authority Parking Improvements Loan, there are no obligations presently outstanding to which the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues, or the Infrastructure Gross Receipts Tax Revenues have been pledged by the City; and

WHEREAS, the Governing Body hereby determines that issuance of the "City of Santa Fe, New Mexico Senior Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021" (the "Bonds"), to (1) to refund, discharge and pay the Series 2010B Bonds maturing on and after June

1, 2022, (2) to refund, discharge and pay the Series 2012A Bonds maturing on and after June 1, 2022, and (3) to pay the Costs of Issuance of the Bonds, will provide for the public health, peace and safety of the City and its citizens; and

WHEREAS, the Bonds shall be issued pursuant to Sections 3-31-1 through 3-31-12 NMSA 1978, with a first (but not an exclusive first) lien on the Pledged Gross Receipts Tax Revenues (the Pledged Revenues"); and

WHEREAS, the Governing Body expects to offer the Bonds pursuant to the Preliminary Official Statement, in a negotiated sale as and to sell the Bonds to the Underwriter pursuant to a Bond Purchase Agreement , the forms of which Preliminary Official Statement and Bond Purchase Agreement have been presented to the Governing Body in connection with this Bond Ordinance, to be executed by the Mayor or, the absence of the Mayor, another Authorized Officer pursuant to Section 6-14-10.2 NMSA 1978, all within the parameters set forth in this Bond Ordinance; and

WHEREAS, Section 3-31-6(C) NMSA 1978, provides:

> "C. Any law which authorizes the pledge of any or all of the pledged revenues to the payment of any revenue bonds issued pursuant to Sections 3-31-1 through 3-31-12 NMSA 1978, or which affects the pledged revenues, or any law supplemental thereto or otherwise appertaining thereto, shall not be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair adversely any such outstanding revenue bonds, unless such outstanding revenue bonds have been discharged in full or provision has been fully made therefor;" and

WHEREAS, the Exchange Act permits a municipality, including the City, that has issued or proposes to issue bonds to enter into an agreement for an exchange of interest rates as provided therein; and

WHEREAS, in connection with the Bonds, Parity Superior Lien Gross Receipts Tax Obligations or Subordinate Lien Gross Receipts Tax Obligations which may be issued in the future

by the City, the Governing Body may determine to enter into a Qualified Exchange Agreement for all or a portion of the Bonds, Parity Superior Lien Gross Receipts Tax Obligations or Subordinate Lien Gross Receipts Tax Obligations which may provide for the payment by the City of a Variable Exchange Rate or a Fixed Exchange Rate and the payment by the Qualified Counterparty of a Fixed Exchange Rate or Variable Exchange Rate; and

WHEREAS, all required authorizations, consents or approvals of any State, governmental body, agency or authority in connection with the authorization, execution and delivery of the Bonds (i) which are required to have been obtained by the date of the adoption of the Bond Ordinance have been obtained, and (ii) which will be required to be obtained prior to any Closing Date, will have been obtained by that date.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. The terms in this section are defined for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication herein otherwise requires, shall have the following meanings:

"Act" means the general laws of the State, including Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the Governing Body relating to the issuance of the Bonds, including this Bond Ordinance.

"Authorized Officer" means the following officers of the City: Mayor, City Manager, City Finance Director, or other officer of the City when designated by a certificate signed by the Mayor of the City from time to time, a certified copy of which shall be delivered to the Paying Agent and the Registrar.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized for expertise in the area of municipal bonds and the exemption of interest on municipal bonds from federal

income taxation.

"Bond Purchase Agreement" means the bond purchase agreement between the City and the Purchaser in connection with the negotiated sale of the Bonds, the form of which has been presented to the Governing Body in connection with this Bond Ordinance. been presented to the Governing Body in connection with this Bond Ordinance.

"Bonds," "2021 Bonds" or "Series 2021 Bonds" means the "City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021", which are authorized by this Bond Ordinance.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) any day on which the following offices are authorized or required to remain closed: offices of the City and of banks located in the cities in which the principal offices of the Paying Agent and Registrar are located or (iii) a day on which the New York Stock Exchange is closed.

"City," "Municipal," or "Municipality" means the municipal corporation and body corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

"Continuing Disclosure Undertaking" means the continuing disclosure undertaking with respect to the Bonds to be executed on the date of issuance and delivery of the Bonds to the Purchaser, the form of which in included in the Preliminary Official Statement approved pursuant to this Bond Ordinance.

"Costs of Issuance" means all costs relating to issuance of the Bonds, including, without limitation, costs of advertising and publication, costs of preparing the Bonds, fees and expenses of the financial advisor, bond counsel, the Paying Agent, the Registrar, the rating fees and other reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the issuance of the Bonds.

"Credit Facility" means a letter of credit, standby bond purchase agreement, line of credit, bond insurance policy or reserve account insurance policy, guaranty or similar agreement provided

by a bank, insurer or other provider of a Credit Facility rated, at the time the Credit Facility is provided, "A" or better by Fitch and S&P (if such rating agencies are then rating the Bonds), including any substitute therefor, to provide support to pay the purchase price of, or the payment of the principal of and interest on, Obligations.

"Cross-over Refunding Bonds" means bonds or obligations issued for the purpose of refunding Obligations if the proceeds thereof are irrevocably deposited in escrow to secure repayment on an applicable redemption date or maturity date of the principal of and redemption premium on the related Obligations being refunded and the earnings on such escrow are required to be used to pay interest on the Cross-over Refunding Bonds.

"Debt Service Requirements" for any period means the sum of: (i) the amount required to pay the interest, or to make reimbursements for payments of interest, becoming due on the applicable Obligations during such period; plus (ii) the amount required to pay the principal or accreted value, or to make reimbursements for the payment of principal or accreted value, becoming due on the applicable Obligations during that period, whether at maturity, an accretion term date or upon mandatory sinking fund redemption dates, plus (iii) any net periodic payments on a notional amount required to be made by the City pursuant to a Qualified Exchange Agreement minus (iv) any net periodic payments on a notional amount to be received by the City pursuant to a Qualified Exchange Agreement.

(a) No payments required on the applicable Obligations shall be included in any computation of Debt Service Requirements for any computation period prior to the maturity or otherwise certain due dates thereof which may occur because of the exercise of an option by the City, or which may otherwise become due by reason of any other circumstance or contingency, including acceleration, which constitute other than regularly scheduled payments of principal, accreted value, interest or other regularly scheduled payments on the applicable Obligations.

(b) Debt Service Requirements required to be made pursuant to a Qualified

Exchange Agreement shall be based upon the actual amount required to be paid by the City, if any, to the Qualified Counterparty. In determining that amount, any payments required to be made by either party to the Qualified Exchange Agreement at a Variable Exchange Rate shall be computed, in determining the obligation of the City under the Qualified Exchange Agreement, using the procedures set forth in the applicable sections of this Ordinance.

(c) The computation of interest for the purposes of this definition shall be made without considering the interest rate payable pursuant to a Credit Facility, unless, at the time of computation of Debt Service Requirements, payments on Obligations are owed to, or Obligations are owned or held by, the provider of a Credit Facility pursuant to the provisions of that Credit Facility.

(d) The accreted value of capital appreciation bonds shall be included in the calculation of interest and principal only for the applicable year during which the accreted value becomes payable.

(e) In any computation of Debt Service Requirements relating to the issuance of additional Parity Obligations:

(1) There shall be deducted from that computation (i) amounts on deposit in an escrow account related to an issue of Cross-over Refunding Bonds and (ii) proceeds of a series of Obligations deposited to the credit of an account for the payment of capitalized interest on Obligations included as part of the computation during the applicable period.

(2) There may be made the adjustment to the Debt Service Requirements applicable to Bond Anticipation Notes described in Paragraph E of Sections 21 and 23 of this Ordinance.

(f) Except as provided in Paragraph F of Section 21, the purchase or tender price of Put Obligations resulting from the optional or mandatory tender or presentment for purchase of those Put Obligations shall not be included in any computation of Debt Service

Requirements.

"Depository" means The Depository Trust Company, New York, New York, or such other securities depository as may be designated by an officer of the City.

"Environmental Services Gross Receipts Tax" means the environmental services gross receipts tax imposed pursuant to Section 7-19D-10 NMSA 1978 by the Environmental Services Gross Receipts Tax Ordinance on persons engaging in business in the City in the amount of 1/16th of one percent (0.0625%) of the gross receipts of such persons.

"Environmental Services Gross Receipts Tax Ordinance" means City Ordinance No. 1993-20 imposing the Environmental Services Gross Receipts Tax, as amended.

"Environmental Services Gross Receipts Tax Revenue Fund" means the "City of Santa Fe, New Mexico Environmental Services Gross Receipts Tax Revenue Fund," maintained by the City and continued in Section 17 of this Ordinance, into which the City shall deposit the Environmental Services Gross Receipts Tax Revenues.

"Environmental Services Gross Receipts Tax Revenues" means the environmental services gross receipts tax revenues received by the City pursuant to Section 7-19D-10 NMSA 1978 and the Environmental Services Gross Receipt Tax Ordinance.

"Exchange Act" means Section 6-18-8.1 NMSA 1978, as amended and supplemented.

"Exchange Termination Payment" means the net amount payable pursuant to a Qualified Exchange Agreement by the City or a Qualified Counterparty to compensate the other party for any losses and costs that such other party may incur as a result of the early termination of the obligations, in whole or in part, of the parties under such Qualified Exchange Agreement.

"Federal Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Fiscal Year" for the purposes of this Ordinance means the twelve months commencing on the first day of July of any calendar year and ending on the last day of June of the next calendar

year; but it may mean any other 12-month period which the City hereafter may establish.

"Fitch" means Fitch Ratings Group, its successors and their assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

"Fixed Exchange Rate" means a fixed rate of interest payable by the City or a Qualified Counterparty pursuant to a Qualified Exchange Agreement.

"Governing Body" means the members of the governing body designated as councilors who, together with the mayor, are the governing body of the City.

"Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or certificates or receipts established by the United States Government or its agencies or instrumentalities representing direct ownership of future interests or principal payments on direct obligations of, or obligations fully guaranteed by, the United States of America or any of its agencies or instrumentalities the obligations of which are backed by the full faith and credit of the United States.

"Historic Test Period" means any twelve consecutive calendar months designated by an Authorized Officer from time to time out of the eighteen-calendar months next preceding the date of adoption of the City ordinance authorizing the issuance of additional Obligations without regard to any resolution or ordinance supplementing or amending the authorizing ordinance.

"Independent Accountant" means (A) an accountant employed by the State of New Mexico and under supervision of the State Auditor of the State of New Mexico, or (B) any registered or certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the City, who (1) is, in fact, independent and not under the domination of the City, (2) does not have any substantial interest, direct or indirect, with the City, and (3) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records

of the City.

"Infrastructure Gross Receipts Tax" means the infrastructure gross receipts tax imposed pursuant to Section 7-19D-11 NMSA 1978 by the Infrastructure Gross Receipts Tax Ordinance on persons engaged in business in the City in an amount of 1/16th of one percent (0.0625%) of the gross receipts of such persons.

"Infrastructure Gross Receipts Tax Ordinance" means City Ordinance No. 1993-21 imposing the Infrastructure Gross Receipts Tax, as amended.

"Infrastructure Gross Receipts Tax Revenue Fund" means the "City of Santa Fe Infrastructure Gross Receipts Tax Revenue Fund" maintained by the City and continued in Section 17 of this Ordinance, into which the City shall deposit the Infrastructure Gross Receipts Tax Revenues.

"Infrastructure Gross Receipts Tax Revenues" means the infrastructure gross receipts tax revenues received by the City pursuant to Section 7-19D-11 NMSA 1978 and the Infrastructure Gross Receipts Tax Ordinance.

"Insured Bank" means any federally or state-chartered savings and loan association or federally or state-chartered commercial bank, the deposits of which are insured by the Federal Deposit Insurance Corporation and which has, or is the lead bank of a parent holding company which has (i) unsecured, uninsured and unguaranteed obligations which are rated AA or better by Fitch and S&P or (ii) combined capital, surplus and undivided profits of not less than $10,000,000.

"Moody's" means Moody's Investors Service, its successors and their assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

"Obligations" means bonds, notes or any other instrument which evidences a borrowing or other obligation of the City, including Qualified Exchange Agreements, secured by Pledged Gross Receipts Tax Revenues, issued or incurred for any purpose permitted by the Act or the Exchange

Act, as amended from time to time.

"One-Half Percent Municipal Gross Receipts Tax Ordinance" means City of Santa Fe Ordinance No. 1981-45 imposing a one-half of one percent municipal gross receipts tax.

"One-Half Percent Municipal Gross Receipts Tax Revenue Fund" means the "City of Santa Fe, New Mexico One-Half Percent Municipal Gross Receipts Tax Revenue Fund" maintained by the City and continued in Section 17 of this Ordinance, into which the City shall deposit the One-Half Percent Municipal Gross Receipts Tax Revenues.

"One-Half Percent Municipal Gross Receipts Tax Revenues" means those revenues received by the City pursuant to the Municipal Local Option Gross Receipts Taxes Act, Sections 7-19D-1 through 7-19D-12 NMSA 1978, and the One-Half Percent Municipal Gross Receipts Tax Ordinance.

"Ordinance" means this City Ordinance as amended or supplemented from time to time.

"Parity Subordinate Lien Gross Receipts Tax Obligations" or "Parity Subordinate Obligations" means the Bonds, the Series 2012B Bonds, the Series 2013B Bonds, the Series 2016C Bonds, and the Series 2016D Bonds, the Series 2017 Taxable Bonds, The Series 2018 Gasoline Tax/Subordinate Lien GRT Bonds, the 2019 Finance Authority Refunding Loan, the 2019 Finance Authority Parking Improvements Loan, any scheduled periodic payments (but not Exchange Termination Payments) required to be made by the City pursuant to a Qualified Exchange Agreement, and any other Obligations hereafter issued or incurred payable from the Pledged Gross Receipts Tax Revenues and issued with a lien on the Pledged Gross Receipts Tax Revenues on parity with the lien thereon of the Bonds.

"Paying Agent" means BOKF, NA, as agent for the City for the payment of the Bonds, the interest thereon, and any successor.

"Permitted Investments" means any of the following which at the time of such investment are legal investments for the City pursuant to adopted City investment policies and the laws of the

State:

(a) Government Obligations;

(b) Obligations of, or obligations guaranteed as to principal and interest by any agency or instrumentality of the United States which are backed by the full faith and credit of the United States, including, but not limited to: General Services Administration--participation certificates; Government National Mortgage Association (GNMA)--GNMA guaranteed mortgage-backed securities and GNMA guaranteed participation certificates; U.S. Department of Housing & Urban Development--local authority bonds; and U.S. Export-Import Bank--all fully guaranteed obligations;

(c) Obligations of the following government-sponsored agencies: Federal Home Loan Mortgage Corporation--participation certificates and senior debt obligations; Farm Credit System--consolidated system-wide bonds and notes; Federal Home Loan Banks--consolidated debt obligations; Federal National Mortgage Association--senior debt obligations and mortgage-backed securities (excluding stripped mortgage securities which are valued greater than par on the portion of unpaid principal); Student Loan Marketing Association--senior debt obligations (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date) and letter of credit backed issues; Financing Corporation--debt obligations; and Resolution Funding Corporation--debt obligations;

(d) Bank time deposits evidenced by certificates of deposit and bankers acceptances issued by an Insured Bank, provided that such time deposits and bankers' acceptances (1) do not exceed at any one time in the aggregate five percent (5%) of the combined total of the capital, surplus and undivided profits of such Insured Bank, or (2) are secured by obligations described in paragraphs (a), (b), (c) and (h) of this definition which obligations at all times have a market value (exclusive of accrued interest) at least equal to 102% of such time deposits so secured;

(e) Obligations, other than specified private activity bonds (as defined in

Section 57(a)(5)(C) of the Internal Revenue Code, as amended (the "Tax Code")), the interest on which is excluded from gross income of the recipient for federal income tax purposes and any other instrument which does not constitute "investment property" under Section 148 of the Tax Code (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date), as amended from time to time, which is rated in the highest major Rating Category by S&P and Fitch (if such rating agency is then rating the Bonds);

(f) Money market instruments and other securities of commercial banks, broker-dealers or recognized financial institutions, which securities or instruments are rated in the highest Rating Category by S&P and Fitch, (if such rating agency is then rating the Bonds), or which securities are guaranteed by a person or entity whose long-term debt obligations are rated in the highest Rating Category by S&P and Fitch (if such rating agency is then rating the Bonds) including, without limitation, securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the provisions or 15 U.S.C. Sections 80(a)-1 et. seq., which invest only in, or whose securities are secured only by, obligations of the type set forth in paragraphs (a), (b), (c) and (h) of this definition;

(g) Stripped Securities: (1) U.S. Treasury STRIPS and (2) REFCORP STRIPS (stripped by Federal Reserve Bank of New York);

(h) Repurchase agreements involving the purchase and sale of, and guaranteed investment contracts, the par value of which is collateralized by a perfected first pledge of, or security interest in, or the payments of which are unconditionally guaranteed by, securities described in parts (a), (b), (c) and (h) of this definition, which collateral is held by the City, or for the benefit of the City, by a party other than the provider of the guaranteed investment contract or repurchase agreement, with a collateralized value of at least 102% of the par value of such repurchase agreement or guaranteed investment contract or 102% of the market value thereof, valued at intervals of no less than monthly and which collateral is not subject to any other pledge

or security interest; and

(i) Such other investments as are now or may be hereafter authorized as legal investments for the City by the legislature of the State under Section 6-10-10 NMSA 1978, or a similar statutory provision applicable to the City, provided that such investment is rated, at the time of purchase, "A" or better by Fitch and "A" or better by S&P (if such rating agency is then rating the Bonds).

"Pledged Gross Receipts Tax Revenues" means, collectively, (1) the State-Shared Gross Receipts Tax Revenues; (2) the One-Half Percent Municipal Gross Receipts Tax Revenues; (3) the Infrastructure Gross Receipts Tax Revenues; (4) the portion of the gross receipts tax distribution to the City made pursuant to Section 7-1-6.46 NMSA 1978, which represents the amount of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues, and Infrastructure Gross Receipts Tax Revenues that would have been remitted to the City but for the deductions provided by Section 7-9-92 and 7-9-93 NMSA 1978 and any similar distributions made to the City in lieu of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues and Infrastructure Gross Receipts Tax Revenues pursuant to law; and (5) any other gross receipts tax revenues received by the City, whether from distribution by the State or pursuant to gross receipts taxes imposed by the City, and hereafter (i.e. after the adoption of this Ordinance) pledged to the payment of the Bonds by affirmative act of the Governing Body.

"Pledged Revenues" means the Pledged Gross Receipts Tax Revenues.

"Preliminary Official Statement" and "Official Statement" means the disclosure documents utilized by the Purchaser in connection with the offer and sale of the Bonds to investors.

"Pricing Certificate" means the certificate setting forth the maturity dates, principal amounts, prices, redemption features and other final terms of the Bonds.

"Purchaser" means the Underwriter.

"Put Obligations" means any Obligations which have put or similar features requiring the

City to purchase such Obligations upon notice from the owners thereof.

"Qualified Counterparty" means, with respect to a Qualified Exchange Agreement, any party whose senior long term debt obligations, or whose obligations under a Qualified Exchange Agreement are guaranteed by a party whose senior long term debt obligations, are rated (at the time of execution of the Qualified Exchange Agreement) in one of the top two Rating Categories by Fitch and S&P.

"Qualified Exchange Agreement" means any financial arrangement between the City and a Qualified Counterparty which satisfies the requirements of the Exchange Act at the time the agreement is entered into.

"Rating Category" means a generic securities rating category, without regard, in the case of a long-term rating category, to any refinement or gradation of such long-term rating category by a numerical modifier or otherwise.

"Refunded Bonds" means the Refunded Series 2010B Bonds and the Refunded Series 2012A Bonds.

"Refunded Series 2010B Bonds" means the Series 2010B Bonds maturing on and after June 1, 2022.

"Refunded Series 2012A Bonds" means the Series 2010A Bonds maturing on and after June 1, 2022.

"Refunding Account" means the "City of Santa Fe, New Mexico Senior Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021, Refunding Project Account" established in Section 17 hereof and to be maintained by the City.

"Refunding Project" means (1) refunding, discharging and paying the Refunded Series 2010B Bonds, including interest accrued to the date on which the Refunded Series 2010B Bonds are refunded, (2) refunding, discharging and paying the Refunded Series 2012A Bonds, including interest accrued to the date on which the Refunded Series 2012A Bonds are refunded, and (3)

paying the Costs of Issuance allocable to the Refunding Project.

"Registrar" means BOKF, N.A., as registrar and transfer agent for the Bonds, and any successor.

"Regular Record Date" means the 15th day of the calendar month (whether or not a business day) preceding each regularly scheduled interest payment date on the Bonds.

"Related Documents" means the Bond Purchase Agreement, the Pricing Certificate, the Continuing Disclosure Undertaking, the Preliminary Official Statement, the Official Statement, and any other document or agreement containing an obligation of the City as may be required in connection with the issuance of the Bonds.

"S&P" means S&P Global, its successors and their assigns, and, if such entity is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

"Sale Price" means the amount paid by the Purchaser for its purchase of the Bonds, set forth in the Pricing Certificate and the Bond Purchase Agreement.

"Series 2021 Bond Fund" means the "City of Santa Fe Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021, Bond Fund," established in Section 17 of this Ordinance.

"Series Date" means the date of issuance and delivery of the Bonds to the Purchaser.

"Special Record Date" means a special date fixed to determine the names and addresses of registered owners of the Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest thereon, all as further provided in Section 5B hereof.

"State-Shared Gross Receipts Tax Revenues" means the revenues distributed to the City monthly by the New Mexico Department of Taxation and Revenue pursuant to Sections 7-1-6 and 7-1-6.4 NMSA 1978, at the rate authorized (currently 1.225% of the gross receipts of persons doing business within the City) from the proceeds of a state-wide gross receipts tax imposed pursuant to

Chapter 7, Article 9, NMSA 1978.

"State-Shared Gross Receipts Tax Revenue Fund" means the "City of Santa Fe, New Mexico State-Shared Gross Receipts Tax Revenue Fund" maintained by the City and continued in Section 17 of this Ordinance, into which the City shall deposit the State-Shared Gross Receipts Tax Revenues.

"Superior Lien Gross Receipts Tax Obligations", "Superior Tax Obligations" or "Superior Obligations" means the Series 2013A Bonds, the Series 2014 Bonds, the Series 2016A Bonds, and the Series 2016B Bonds, the Series 2018A Bonds and any other Obligations hereafter issued or incurred payable from the Pledged Gross Receipts Tax Revenues and issued with a lien on the Pledged Gross Receipts Tax Revenues superior to the lien thereon of the Bonds.

"Underwriter" means _____, as senior manager, and _____, as co-manager, the original purchasers of the Bonds, and their successors and assigns.

"Variable Exchange Rate" means a Variable Interest Rate payable by the City or a Qualified Counterparty pursuant to a Qualified Exchange Agreement.

"Variable Interest Rate" means an interest rate which varies or fluctuates from time to time.

Any provision of this Ordinance regarding a Qualified Counterparty shall be deemed to be of no effect if no Qualified Exchange Agreement is in effect or if a Qualified Counterparty is in default in its obligations under a Qualified Exchange Agreement and no amount is due and owing under a Qualified Exchange Agreement.

Section 2. Ratification. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of the City directed toward the Refunding Project, and toward the authorization, sale and issuance of the Bonds to the Purchaser herein authorized, including, without limitation, the publication of a notice of public meeting and intent to adopt this Ordinance authorizing issuance of the Bonds in an aggregate

principal amount not to exceed $14,745,000 (exclusive of premium which may be paid in connection with the original issuance of the Bonds) be, and the same hereby is ratified, approved and confirmed, notwithstanding any inconsistent prior action.

Section 3. Authorization of the Refunding Project; Call for Redemption of Series 2010B and 2012A Bonds.

A. The Refunding Project are hereby authorized at a total cost not to exceed the proceeds of the Bonds, excluding any such cost defrayed or to be defrayed by any source other than proceeds of the Bonds and the necessity thereof is hereby so declared. The Refunding Project will reduce interest costs and effect other economies, and is necessary and in the best interest of the City and its residents.

B. The City has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem the Refunded Bonds at a redemption price equal to 100% of the principal amount of the Refunded Bonds to be redeemed, plus accrued interest to the redemption date.

The City is hereby obligated so to exercise such option, which option shall be deemed to have been exercised upon adoption of this Bond Ordinance and delivery of the Bonds. Forthwith upon delivery of the Bonds, a notice of prior redemption of the Refunded Bonds shall be mailed or delivered to the registered owners of the Refunded Bonds by BOKF, NA, as paying agent and registrar for the Refunded Bonds.

Section 4. Authorization of Bonds; Sale to Underwriter pursuant to Bond Purchase Agreement.

A. For the purpose of protecting the public health, conserving the property and advancing the general welfare of the citizens of the City, and for the purpose of defraying the cost of the Refunding Project, it is hereby declared that the interest and necessity of the City and the inhabitants of the City require the issuance by the City of its

fully registered (i.e., registered as to payment of both principal and interest) revenue bonds without coupons to be designated "City of Santa Fe Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021," in an aggregate principal amount not to exceed Fourteen Million Seven Hundred Forty-Five Thousand Dollars ($14,745,000), exclusive of premium which may be paid in connection with the original purchase of the Bonds. The Bonds shall be payable and collectible, both as to principal and interest, solely from the Pledged Revenues. The Bonds shall be sold pursuant to a negotiated sale to the Underwriter, the selection of which is hereby approved, at a sale price and upon the terms set forth in the Pricing Certificate and the Bond Purchase Agreement, and shall be within the parameters set forth below:

(1) The Bonds shall be issued for the Refunding Project.

(2) The maximum par amount of the Bonds shall not be more than $14,745,000 (excluding any premium paid in connection with the original purchase of the Bonds).

(3) The final maturity of the Bonds shall be no later than June 1, 2041.

(4) The maximum interest rate on the Bonds shall be no greater than 12% per annum.

(5) The Bond shall be payable solely from the Pledged Revenues.

(6) The Bonds shall be sold to the Underwriter pursuant to a negotiated sale, the final terms of which shall be within the parameters established in this Section, and shall be as set forth in the Pricing Certificate and the Bond Purchase Agreement.

(7) The maximum sale price of the Bonds shall be not more than $14,745,000, exclusive of premium payable in connection with the issuance of the Bonds.

(8) The Purchasers' discount shall not exceed 1% of the aggregate principal amount of the Bonds.

(9) The Bonds shall be in substantially the form set forth in this Ordinance.

(10) The City hereby appoints BOKF, NA as the paying agent and registrar for the Bonds.

B. The Mayor or, in the Mayor's absence, the City Manager or City Finance Director, is hereby authorized pursuant to this Ordinance to approve the final terms of the Bonds as permitted by Section 6-14-10.2 NMSA 1978, and to execute and deliver the Bond Purchase Agreement and Pricing Certificate.

Section 5. Bond Details.

A. Basic Details. The Bonds shall be dated the date of their issuance and delivery to the Purchaser (herein "Series Date"), and are issuable in the denomination of $5,000 each or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual Bond will be issued for more than one maturity). The Bonds shall be numbered consecutively from 1 upwards.

The Bonds shall bear interest from the Series Date, payable semi-annually on June 1 and December 1 each year, commencing on June 1, 2022 or such other date as permitted by law and determined in the Bond Purchase Agreement executed and delivered as provided in Section 4B hereof, until their respective maturities and shall bear the rates of interest and shall mature on June 1 in each of the designated amounts and years as set forth in the Bond Purchase Agreement and Pricing Certificate.

B. Payment-Regular Record Date. The principal of any Bond shall be payable to the registered owner thereof as shown on the registration books kept by the Registrar which is hereby appointed as registrar (and transfer agent) for the Bonds, upon maturity or prior redemption thereof and upon presentation and surrender at the Paying Agent which also is hereby appointed as the paying agent for the Bonds. If any Bond shall not be paid upon such presentation and surrender at or after maturity or on a designated prior redemption date on which the City may have exercised

its right to redeem any Bond prior to its stated maturity pursuant to Section 6 of this Ordinance, 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 any Bond shall be made to the registered owner of the Bond as of the Regular Record Date by check or draft mailed by the Paying Agent, 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 on the Regular Record Date at his address as it last appears on the registration books kept by the Registrar on the Regular Record Date (or by such other arrangements as may be mutually agreed to by the Paying Agent and any registered owner on such Regular Record Date). All such payments shall be made in lawful money of the United States of America. The person in whose name any Bond is registered at the close of business on any Regular 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 Regular Record Date and prior to such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name any Bond is registered at the close of business on a Special Record Date fixed by the Registrar for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Registrar whenever moneys become available for defaulted interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto in the manner required by the Depository or by first-class mail, to the registered owners of the Bonds as of a date selected by the Registrar, stating the Special Record Date and the date fixed for the payment of such defaulted interest.

C. Book-Entry. 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 a 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 ("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 and interest will be paid to the Depository or its nominee as the registered owner of the Bonds. The transfer of principal and interest payments to Participants will be the responsibility of the Depository; the transfer of principal 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 Depository 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.

Authorized Officers of the City are authorized to sign agreements with Depositories relating to the matters set forth in this Section.

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 and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Paying Agent, Registrar or the City to the Depository as provided in this Ordinance and by the Depository to its Participants or Indirect Participants and notices to the Beneficial Owners of the Bonds in the manner provided in an agreement or letter of the City to the Depository.

Section 6. Redemption.

A. Optional Redemption. The Bonds may be subject to redemption prior to their stated maturities at the City's option in one or more units of principal of $5,000 on at the price and on the dates established in the Pricing Certificate and the Bond Purchase Agreement. 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 in the manner and upon the conditions provided in the Bond Ordinance.

B. Notice by City. At least 45 days prior to any date selected by the City for optional redemption of any of the Bonds, the City shall give written instructions to the Registrar with respect to the optional redemption. The Registrar shall not be required to give notice of any optional redemption unless the Registrar has received written instructions from the City in regard thereto at least 45 days prior to such redemption date (unless such deadline is waived by the Registrar). Additionally, notice of optional redemption shall be given by the City by sending a copy of such notice by first-class, postage prepaid mail, not less than thirty days prior to the optional redemption date to the Paying Agent, if the Registrar is not the Paying Agent.

C. Notice by Registrar. Additionally, notice of redemption shall be given by the Registrar by sending a copy of such notice in the manner required by the Depository or by first-class, postage prepaid mail, not more than 60 days and not less than 30 days prior to the redemption date to each registered owner of each Bond selected for redemption as shown on the registration books kept by the Registrar as of the date of mailing of notice. Failure to give such notice by

mailing to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any of the Bonds.

D. Other Redemption Details. The notice required by paragraph C of this Section shall specify the number or numbers of the Bond or Bonds or portions thereof to be so redeemed (if less than all are to be redeemed); and all notices required by this Section shall specify the date fixed for redemption, and shall further state that on such redemption date there will become and be due and payable upon each $5,000 unit of principal so to be redeemed at the Paying Agent the principal thereof, accrued interest, if any, to the redemption date, and the applicable prior redemption premium thereon (if any), and that from and after such date interest will cease to accrue. Accrued interest to the redemption date will be paid by check or draft mailed to the registered owner (or by alterative means if so agreed to by the Paying Agent and the registered owner). Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated; and upon presentation thereof at the Paying Agent, the City will pay the Bond or Bonds so called for redemption and the applicable prior redemption premium (if any). In the event that only a portion of the principal amount of a Bond is so redeemed, a new Bond representing the unredeemed principal shall be duly completed, authenticated and delivered by the Registrar to the registered owner pursuant to Section 9 of this Ordinance and without charge to the registered owner thereof. The Registrar and Paying Agent shall comply with any other terms regarding redemption and notice of redemption as required by any applicable agreement with a Depository.

E. Conditional Redemption. If money or Government Obligations sufficient to pay the redemption price of the Bonds to be called for redemption are not on deposit with the Paying Agent prior to the giving of notice of redemption pursuant to Paragraph D of this Section 6, such notice shall state such Bonds will be redeemed in whole or in part on the redemption date in a principal amount equal to that part of the redemption price received by the Paying Agent on the

applicable redemption date. If the full amount of the redemption price is not received as set forth in the preceding sentence, the notice shall be effective only for those Bonds for which the redemption price is on deposit with the Paying Agent. If all Bonds called for redemption cannot be redeemed, the Bonds to be redeemed shall be selected in a manner deemed reasonable and fair by the City and the Registrar shall give notice, in the manner in which the original notice of redemption was given, that such money was not received and the information required by paragraph E of this Section. In that event, the Registrar shall promptly return to the Owners thereof the Bonds or certificates which it has received evidencing the part thereof which have not been redeemed.

Section 7. Negotiability. Subject to the provisions specifically made or necessarily implied herein, the Bonds 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 8. Execution.

A. Filing Manual Signatures. Prior to the execution and authentication of any Bond pursuant to Sections 6-9-1 through 6-9-6, NMSA 1978, the Mayor and City Clerk may each forthwith file with the Secretary of State of New Mexico, his or her manual signature certified by him or her under oath; provided, that such filing shall not be necessary for any officer where any previous such filing may have legal application to the Bonds.

B. Method of Execution. Each Bond of the issue shall be signed and executed by the facsimile or manual signature of the Mayor under facsimile or manual imprint of the seal of the City, which shall be printed, stamped, engraved or otherwise placed thereon; each Bond shall be executed and attested with the facsimile or manual signature of the City Clerk; and each Bond shall be authenticated by the manual signature by an Authorized Officer of the Registrar as hereafter provided. The Bonds bearing the facsimile or manual signature of the officers in office at the time of the authorization thereof shall be the valid and binding obligations of the City (subject to the

requirement of authentication by the Registrar as hereinafter provided) notwithstanding that before the delivery thereof and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose facsimile signatures appear thereon shall have ceased to fill their respective offices. The Mayor and City Clerk of the City 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.

C. Certificate of Authentication. 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. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an Authorized Officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued under this Ordinance.

Section 9. Provisions Relating to Registration, Transfer, Replacement and Cancellation of and Registration Records for the Bonds.

A. Registration Books -- Transfer and Exchange -- Authentication. Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bonds at the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations. The Registrar

shall authenticate and deliver 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 provided in this Ordinance shall be without charge to the owner or any transferee, but the Registrar 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. Times When Transfer or Exchange Not Required. The Registrar shall not be required (1) to transfer or exchange all or a portion of any Bond subject to prior redemption during the period of fifteen days next preceding the mailing of notice to the registered owners calling any Bonds for prior redemption pursuant to Section 6 of this Ordinance or (2) to transfer or exchange all or a portion of a Bond after the mailing to registered owners of notice calling such Bond or portion thereof for prior redemption.

C. Payment - Registered Owners. The person in whose name any Bond is registered on the registration books kept by the Registrar 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 defaulted interest as provided in Section 5B of 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 in this Ordinance. All such payments shall be valid and effectual to discharge the liability upon the Bond to the extent of the sum or sums so paid.

D. Replacement Bonds. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it may reasonably require, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same subseries and maturity, bearing a number or numbers not

contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

. Delivery of Bond Certificates to Registrar. The officers of the City are authorized to deliver to the Registrar fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as provided in this Ordinance.

F. Cancellation of Bonds. Whenever any Bond shall be surrendered to the Paying Agent upon payment of the Bond, or to the Registrar for transfer, exchange or replacement as provided in this Ordinance, the Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the City.

Section 10. Successor Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed under this Ordinance shall resign or is prohibited by law from continuing as Registrar or Paying Agent, or if the City shall reasonably determine that the Registrar or Paying Agent has become incapable of fulfilling its duties under this Ordinance, the City may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor Registrar or Paying Agent, or both. Every such successor Registrar or Paying Agent shall be a bank or trust company located in and in good standing in the United States and having a shareholder's equity (e.g., capital stock, surplus and undivided profits), however denominated, not less than $50,000,000. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

Section 11. Special Limited Obligations. The Bonds and all payments of principal and interest thereon, (whether at maturity or on a redemption date) and the obligations of the City for all other payments, fees, costs, interest and expenses of the City under this Ordinance and under the Related Documents, including all payments due from the City under a Qualified Exchange

Agreement, shall be special limited obligations of the City. The principal of and interest on the Bonds and all obligations of the City under the Related Documents shall be payable solely from the Pledged Revenues after payment of any Superior Tax Obligations (and in the case of Exchange Termination Payments, after payment of the Bonds and any Parity Subordinate Obligations), which revenues are hereby pledged.

Owners of the Bonds and other parties to the Related Documents, including a Qualified Counterparty, may not look to any general or other fund of the City for the payment of the principal of or interest on, or the fees, costs and expenses relating to, such obligations, except the designated special funds pledged therefor. Neither the Bonds nor the obligations of the City under the Related Documents shall constitute an indebtedness of the City within the meaning of any constitutional, charter or statutory prohibition or limitation, nor shall they be considered or held to be general obligations of the City, and the Bonds, any Related Document and any Qualified Exchange Agreement shall recite that they are payable and collectable solely out of the Pledged Revenues (and in the case of Exchange Termination Payments, after payment of Parity Subordinate Obligations and Subordinate Obligations), and from the other sources stated in this Section, and that the Owners of the Bonds, any other party or a Qualified Counterparty may not look to any general or other municipal fund for the payment of the principal or interest, as applicable, on the Bonds or for the payment of any amounts owed under the Related Documents.

Nothing herein shall prevent or prohibit the City from applying other funds of the City legally available therefor to the payment or redemption of the Bonds or to the payment of any amounts owed under a Related Document, in its sole discretion.

Section 12. Form of Bonds, Certificate of Authentication and Assignment.

The Bonds, Registrar's Certificate of Authentication and Form of Assignment shall be in substantially the form set forth in this Section, with such changes therein as are not inconsistent with this ordinance.

(Form of Series 2021 Bond)

UNITED STATES OF AMERICA

COUNTY OF SANTA FE

STATE OF NEW MEXICO

No._____

$_____

CITY OF SANTA FE

SUBORDINATE LIEN GROSS RECEIPTS TAX

REFUNDING REVENUE BOND,

SERIES 2021

INTEREST RATE	MATURITY DATE	SERIES DATE	CUSIP
____% per annum	June 1, ___	___, 2021	

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

DOLLARS

The City of Santa Fe (herein "City"), in the County of Santa Fe and State of New Mexico, for value received, hereby promises to pay upon presentation and surrender of this bond, solely from the special funds provided therefor as hereinafter set forth, to the registered owner named above, or registered assigns, on the Maturity Date specified above (unless this bond, if subject to

prior redemption, shall have been called for prior redemption in which case on such redemption date), upon the presentation and surrender hereof at BOKF, NA, Albuquerque, New Mexico, as paying agent, or its successor (herein the "Paying Agent"), the Principal Amount stated above, in lawful money of the United States of America, and to pay to the registered owner hereof as of the Regular Record Date (being the 15th day of the calendar month whether or not a business day preceding each regularly scheduled interest payment date as defined in Ordinance No. _____, adopted July 28, 2021, which authorizes this bond and which is referred to herein as the "Bond Ordinance"), by check or draft mailed to such registered owner, on or before each interest payment date as hereinafter provided (or, if such interest payment date is not a business day, on or before the next succeeding business day), at his address as it last appears on the Regular Record Date on the registration books kept for that purpose by BOKF, NA, Albuquerque, New Mexico, as registrar (i.e., transfer agent) for the bonds, or its successor (herein the "Registrar") or by such other arrangement as may be agreed to by the Paying Agent and the registered owner hereof, interest on such sum in lawful money of the United States of America from the Series Date specified above or the most recent interest payment date to which interest has been fully paid or duly provided for in full (as more fully provided in the Bond Ordinance) until maturity at the per annum Interest Rate specified above, payable on December 1, 2021and semiannually thereafter on June 1 and December 1 in each year. Any such interest not so timely paid or duly provided for shall cease to be payable to the registered owner as of the Regular Record Date and shall be payable to the registered owner as of a Special Record Date (as defined in the Bond Ordinance), as further provided in the Bond Ordinance. If upon presentation and surrender to the Paying Agent at or after maturity or on a designated prior redemption date on which the City may have exercised its right to prior redeem this bond pursuant to the Bond Ordinance, payment of this bond is not made as herein provided, interest hereon shall continue at the rate herein designated until the principal hereof is paid in full. If the Bonds are issued in book-entry only form, an authorized officer of the City and the applicable

securities depository ("Depository") may make other arrangements for the payments on the Bonds.

The bonds of the series of which this bond is a part maturing on and after June 1, ____, are subject to redemption prior to maturity at the City's option in one or more units of principal of $5,000 on an after June 1, ____, in whole or in part at any time, in such order of maturities as the City may determine (and by lot if less than all of the Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner as he shall consider appropriate and fair), at a redemption price equal to the principal amount of the Bonds or the portion thereof to be redeemed plus accrued interest, if any, to the redemption date.

Redemption shall be made upon mailed notice to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar in the manner and upon the conditions provided in the Bond Ordinance.

The bonds of the series of which this is one are fully registered (i.e., registered as to payment of both principal and interest), and are issuable in the denomination of $5,000 or any denomination which is an integral multiple of $5,000 (provided that no bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual bond will be issued for more than one maturity). Upon surrender of any of such bonds at the Registrar with a written instrument satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney, such bond may, at the option of the registered owner or his duly authorized attorney, be exchanged for an equal aggregate principal amount of such bonds of the same maturity of other authorized denominations, subject to such terms and conditions as set forth in the Bond Ordinance.

This bond is fully transferable by the registered owner hereof in person or by his duly authorized attorney on the registration books kept by the Registrar upon surrender of this bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered bond of authorized denomination or denominations of the same

aggregate principal amount and maturity will be issued to the transferee in exchange for this bond, subject to such terms and conditions as set forth in the Bond Ordinance. The City and the Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes.

This bond is one of a series of bonds designated "City of Santa Fe Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021," of like tenor and date, except as to interest rate, number and maturity, authorized for the purpose of (1) refunding, discharging and paying the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2010B maturing on and after June 1, 2022, (2) refunding, discharging and paying the City of Santa Fe, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A maturing on and after June 1, 2022, and (3) paying Costs of Issuance of the Bonds, as set forth in the Bond Ordinance.

This bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of New Mexico.

This bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or be held to be a general obligation of the City, and is payable and collectible solely from the Pledged Gross Receipts Tax Revenues pursuant to the Bond Ordinance, which revenues are so pledged; and the holder of this bond may not look to any general or other fund for the payment of the principal and interest on this obligation, except the special funds pledged therefor. Payment of the bonds of the series of which this bond is one and the interest thereon shall be made solely from, and as security for such payment, there are pledged pursuant to the Bond Ordinance special funds identified as the "One-Half Percent Gross Receipts Tax Revenue Fund," the "Infrastructure Gross Receipts Tax Revenue Fund" and the "State-Shared Gross Receipts Tax Revenue Fund" into which the City covenants to pay the Pledged Gross Receipts Tax Revenues, after payment of all outstanding Superior Lien Gross

Receipts Tax Obligations, and concurrently with debt service payments for outstanding Parity Subordinate Lien Obligations, sums sufficient to pay when due the principal of and the interest on the bonds of the series of which this bond is one. For a description of the funds, the nature and extent of the security afforded thereby for the payment of the principal of and interest on the bonds, and other details concerning the bonds, reference is made to the Bond Ordinance. Additional bonds and other obligations, in addition to the series of which this bond is one, may be issued and made payable from the City's Pledged Gross Receipts Tax Revenues having a lien thereon superior to, on parity with, or junior to the lien of the bonds of the series of which this bond is one, in accordance with the provisions of the Bond Ordinance and the ordinances authorizing the issuance of the outstanding Superior Lien Gross Receipts Tax Obligations, or Subordinate Lien Gross Receipts Tax Obligation, as applicable.

The City covenants and agrees with the registered owner of this bond and with each and every person who may become the registered owner hereof that it will keep and perform all of the covenants of the Bond Ordinance.

This bond is subject to the conditions, and every registered owner hereof by accepting the same agrees with the obligor and every subsequent registered owner hereof that the principal of and the interest on this bond shall be paid, and this bond is transferable, free from, and without regard to any equities between the obligor and the original or any intermediate registered owner hereof for any setoffs or cross-claims.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the City Council and officers of the City in the issuance of this bond; and that it is issued pursuant to and in strict conformity with the Constitution and laws of the State of New Mexico, and particularly the terms and provisions of Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and all laws thereunto enabling and supplemental thereto.

This bond shall not be valid or obligatory for any purpose until the Registrar shall have

manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, the City of Santa Fe has caused this bond to be signed, subscribed, and executed, and attested with the facsimile signatures of its Mayor and its City Clerk, respectively and has caused the facsimile of its corporate seal to be affixed on this bond, all as of the Series Date.

CITY OF SANTA FE

[(FACSIMILE SEAL)] By (Facsimile Signature)

Mayor

ATTEST:

By (Facsimile Signature)

City Clerk

(Form of Registrar's Certificate of Authentication)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

Date of Authentication: ___, 2021

This is one of the bonds described in the within-mentioned Bond Ordinance, and this bond has been duly registered on the registration books kept by the undersigned as Registrar for such Bonds.

BOKF, NA,

Albuquerque, New Mexico, as Registrar

By _____

Authorized Officer

(End of Form of Registrar's Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT

For value received, _____ hereby sells, assigns and transfers unto

_____ the within bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the books of the Registrar, with full power of substitution in the premises.

Signature Guaranteed: _____

Name and Address of Transferee

_____ _____

_____

Dated: _____ Social Security Number or other

Tax Identification Number

_____

_____

(End of Form of Assignment)

(End of Form of Series 2021 Bond)

Section 13. Period of Project's Usefulness. It is hereby determined and recited that the useful life of the capital projects financed with proceeds of the Refunded Series 2010B Bonds and Refunded Series 2012A Bonds is not less than the final maturity date of the Bonds.

Section 14. Delivery of Bonds and Initial Registration. When the Bonds have been duly executed, authenticated, registered and sold, the Mayor or other Authorized Officer identified in Section 4B hereof shall deliver them to the Purchaser on receipt of the agreed purchase price. The Registrar shall initially register the Bonds in the name of Cede & Co.

Section 15. Authorization to Execute Related Documents and Delegated Authority.

A. Approval of Documents; Ratification. The form, terms and provisions of the Related Documents are in all respects approved, authorized and confirmed, with such changes therein not inconsistent with this Ordinance as the Authorized Officers of the City deem necessary

or desirable.

B. Delegated Authority and Execution of Documents. In addition to the delegation of authority provided in Section 4B hereof, the officers, agents and employees of the City are authorized, empowered and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions of this Ordinance, the Related Documents and any other documents as may be necessary or appropriate to carry out and comply with the provisions of this Ordinance.

Section 16. Use of Bond Proceeds; Purchaser Not Responsible. Except as herein otherwise specifically provided in this Ordinance, the proceeds from the sale of the Bonds shall be used and paid solely for the valid costs of the Refunding Project.

A. Refunding Account. An amount of proceeds received from the sale of the Bonds shall be deposited in the Refunding Account and used to pay the costs of the Refunding Project.

B. Payment of Costs of Issuance. An amount of proceeds received from the sale of the Bonds shall be used to pay Costs of Issuance, and to the extent not needed to pay Costs of Issuance, shall be deposited in the Series 2021 Bond Fund.

C. Project Completion. It is anticipated that the Refunding Project shall be completed on the date of delivery of the Bonds.

D. Purchaser Not Responsible. The validity of the Bonds is not dependent on nor affected by the validity or regularity of any proceedings related to the completion of the Refunding Project as defined in this Ordinance. The Purchaser of the Bonds, and any subsequent owner of any Bonds, shall in no manner be responsible for the application or disposal by the City or by any officer or any employee or other agent of the City of the moneys derived from the sale of the Bonds or of any other moneys designated in this Ordinance.

Section 17. Establishment and Continuance of Funds and Accounts. The City hereby creates, or continues, as applicable, the following special and separate trust funds:

A. Refunding Account. The Refunding Account to be maintained by the Paying Agent is hereby created for the deposit of a portion of the proceeds of the Bonds for the Refunding Project.

B. State-Shared Gross Receipts Tax Revenue Fund. The "City of Santa Fe, New Mexico State-Shared Gross Receipts Tax Revenue Account of the General Fund of the City," is hereby continued to be maintained by the City and deposited in an Insured Bank, into which the City shall deposit the State-Shared Gross Receipts Tax Revenues.

C. One-Half Percent Municipal Gross Receipts Tax Revenue Fund. The "City of Santa Fe, New Mexico One-Half Percent Municipal Gross Receipts Tax Revenue Fund," is hereby continued to be maintained by the City and deposited in an Insured Bank, into which the City shall deposit the One-Half Percent Municipal Gross Receipts Tax Revenues.

D. Infrastructure Gross Receipts Tax Revenue Fund. The "City of Santa Fe, New Mexico Infrastructure Gross Receipts Tax Revenue Fund," is hereby continued to be maintained by the City and deposited in an Insured Bank, into which the City shall deposit the Infrastructure Gross Receipts Tax Revenues.

E. Environmental Services Gross Receipts Tax Revenue Fund. The "City of Santa Fe, New Mexico Environmental Services Gross Receipts Tax Revenue Fund," is hereby continued to be maintained by the City and deposited in an Insured Bank, into which the City shall deposit the Environmental Services Gross Receipts Tax Revenues.

F. Series 2021 Bond Fund. The "City of Santa Fe Senior Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021, Bond Fund" is hereby created to be maintained by the City and deposited in an Insured Bank.

Section 18. Administration of Pledged Gross Receipts Tax Revenue Fund. So long as any of the Bonds shall be outstanding, either as to principal or interest or both, the following payments shall be made monthly from the Pledged Gross Receipts Tax Revenues:

A. Bond Fund Payments.

(1) First, as a first charge on the Pledged Revenues, the amounts necessary to pay the Debt Service Requirements on Superior Tax Obligations now outstanding or hereafter issued, or to fund any reserve account as required by the terms of any ordinance authorizing the issuance of Superior Tax Obligations, shall be withdrawn first from the One-Half Percent Municipal Gross Receipts Tax Revenue Fund, and if funds therein are insufficient, then if pledged for such Superior Tax Obligations, from the Infrastructure Gross Receipts Tax Revenue Fund, and, if pledged for such Superior Tax Obligations, from the Environmental Services Gross Receipts Tax Revenue Fund, if funds therein are still insufficient, then from the State-Shared Gross Receipts Tax Revenue Fund in that order or in such other order as permitted or required by the authorizing ordinances, at the time prescribed in such authorizing ordinances.

(2) Second, but subject to and after the withdrawals authorized by the preceding paragraph A(1), so long as any of the Bonds shall be outstanding, the following amounts shall be withdrawn from the One-Half Percent Municipal Gross Receipts Tax Revenue Fund, then from the Infrastructure Gross Receipts Tax Revenue Fund if the moneys in the One-Half Percent Municipal Gross Receipts Tax Revenue Fund are not sufficient, and, if such moneys are still insufficient, then from the State-Shared Gross Receipts Tax Revenue Fund (unless the City determines that such amounts shall be withdrawn from such funds in some other order), and credited to the Bond Fund:

(a) Interest Payments. Monthly, commencing on the first day of the first month following the delivery of the Bonds, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of interest on the Bonds then outstanding and monthly thereafter commencing on each interest payment date, one-sixth (1/6th)

of the amount necessary to pay the next maturing installment of interest on the outstanding Bonds, and

(b) Principal Payments. Monthly, commencing on the first day of the first month following delivery of the Bonds, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of principal on the Bonds then outstanding and monthly thereafter commencing on the first day of the twelfth month preceding each principal payment date, one-twelfth (1/12th) of the amount necessary to pay the next maturing installment of principal on the Bonds.

(3) Third, but concurrently with the payments required by paragraph A(2) of this section, funds remaining in the One-Half Percent Municipal Gross Receipts Tax Revenue Fund, and if the funds therein are insufficient, then funds remaining in the Infrastructure Gross Receipts Tax Revenue Fund, and if the funds therein are insufficient, then funds remaining in the State-Shared Gross Receipts Tax Revenue Fund and, if pledged therefor, funds remaining in the Environmental Services Gross Receipts Tax Revenue Fund, shall be used by the City to pay the Debt Service Requirements of such additional Parity Subordinate Obligations, if any, hereafter authorized to be issued and payable from Pledged Revenues.

If, prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraphs 2(a) and 2(b) (whichever is applicable) of this paragraph, may be appropriately reduced and the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date (whichever is applicable).

B. Debt Service Reserve Fund. No debt service reserve fund will be created or

required for the Bonds.

C. Termination Upon Deposits to Maturity. No payment need be made into the Series 2021 Bond Fund if the amount in such fund totals a sum at least equal to the entire amount of the Bonds then outstanding, both as to principal and interest to their respective maturities, and both accrued and not accrued, in which case, moneys in the Series 2021 Bond Fund in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue and any moneys in excess thereof in the Series 2021 Bond Fund and any other moneys derived from the Pledged Revenues may be used in any lawful manner determined by the City.

D. Defraying Delinquencies in the Series 2021 Bond Fund; Use of Moneys in the Series 2021 Bond Fund. If, in any month, amounts in the One-Half Percent Municipal Gross Receipts Tax Revenue Fund are insufficient to make the payments into the Series 2021 Bond Fund required by Paragraph A(2) of this Section 18, there shall be withdrawn first from the Infrastructure Gross Receipts Tax Revenue Fund and then from the State-Shared Gross Receipts Tax Revenue Fund, and deposited in the Series 2021 Bond Fund the additional amounts necessary to make the payments into the Series 2021 Bond Fund required by Paragraph A of this Section 18. The moneys in the Series 2021 Bond Fund shall be used solely and only for the purpose of paying the principal of and the interest on the Bonds issued under this Ordinance; provided, however, that any moneys in the Series 2021 Bond Fund in excess of accrued and unaccrued principal and interest requirements to the respective maturities of the outstanding Bonds may be used in any lawful manner.

E. Payment of Additional Obligations and Qualified Exchange Agreements. Either prior to, concurrently with or subsequent to the payments required by Paragraph A of this Section 18, depending upon whether the additional Obligations are Superior Obligations or Parity Subordinate Obligations or Super Subordinate Obligations (as defined in Section 21 hereof) as provided in this Ordinance, the Pledged Gross Receipts Tax Revenues shall be used by the City for

the payment of Debt Service Requirements on additional Obligations, if any, hereafter authorized to be issued and payable from the Pledged Revenues as the same accrue. In the event that such obligations are Parity Subordinate Obligations, the payments of Debt Service Requirements on such additional Obligations shall be made concurrently with the payments required by Paragraphs A(2), A(3) and D of this Section 18 (provided that such payments may be made at any intervals as may be provided in the ordinance or resolution authorizing such additional Obligations). The following amounts required to be paid by the City shall be paid from Pledged Gross Receipts Tax Revenues with the same priority as other payments of Debt Service Requirements on Parity Subordinate Obligations:

(1) Any amount to reimburse or pay a bond insurer or reserve account insurer or guarantor, or to make payments or reimbursements pursuant to another Credit Facility, for payments of Debt Service Requirements made on Parity Subordinate Obligations; and amounts payable to a Qualified Counterparty under a Qualified Exchange Agreement, excluding Exchange Termination Payments, if such payments are designated in a City ordinance relating to that Qualified Exchange Agreement as having a lien on Pledged Revenues on parity with the lien thereon of Parity Subordinate Obligations;

(2) Reimbursement of any reserve fund Credit Facility obtained for any issue of Parity Subordinate Obligations; and

(3) Cash deposits to any required reserve fund established with respect to any issue of Parity Subordinate Obligations.

Each payment of Debt Service Requirements on Parity Subordinate Obligations shall be transferred to the Paying Agent for payment of Parity Subordinate Obligations, or directly to a Qualified Counterparty, bond insurer, reserve account insurer or guarantor or other provider of a Credit Facility entitled to receive payments on Parity Subordinate Obligations, on or before the due date of such payment.

F. Payment of Expenses and Certain Obligations which are not Parity Subordinate Obligations. After and subject to the payments required, and provisions contained in, any of the preceding paragraphs of this Section, any remaining Pledged Gross Receipts Tax Revenues shall be used, to the extent necessary, for payment of: (i) any other amounts, expenses, fees and interest owed by the City relating to the issuance, delivery, servicing, payment, redemption and refunding of Parity Subordinate Obligations and (ii) other Obligations relating to Parity Subordinate Obligations owed by the City pursuant to the Related Documents, any Qualified Exchange Agreement (excluding Exchange Termination Payments), bond insurance policy, reserve fund insurance policy or similar documents which are not payable pursuant to any other prior paragraph of this Section.

G. RESERVED.

H. Use of Surplus Revenues. After making the payments required to be made by Paragraphs A to F of this Section 18, the remaining Pledged Gross Receipts Tax Revenues, if any, may be applied to any other lawful purposes. The One-Half Percent Municipal Gross Receipts Tax Revenues received by the City pursuant to the One-Half Percent Municipal Gross Receipts Tax Ordinance shall be used only for the purposes authorized by that ordinance. The Infrastructure Gross Receipts Tax Revenues received by the City pursuant to the Infrastructure Gross Receipts Tax Ordinance shall be used only for the purposes authorized by that ordinance. The Environmental Services Gross Receipts Tax Revenues received by the City pursuant to the Environmental Services Gross Receipts Tax Ordinance shall be used only for the purposes authorized in that ordinance.

I. Variable Interest Rate. In making the computations required by this Section, interest on Obligations which bear a Variable Interest Rate shall be computed: (i) at the actual Variable Interest Rate or Variable Exchange Rate for the computation period, if such rate can be computed exactly, or (ii) if the Variable Interest Rate or Variable Exchange Rate cannot be

computed exactly, at the actual rate for the immediately preceding computation period.

Section 19. General Administration of Funds. The funds and accounts designated in Sections 16 through 18 of this Ordinance shall be administered as follows:

A. Investment of Money. Any moneys in any fund designated in Sections 16 through 18 may be invested in any Permitted Investments. The obligations so purchased as an investment of moneys in a fund shall be deemed at all times to be part of the fund, and the interest accruing thereon and any profit realized therefrom shall be credited to the fund, and any loss resulting from each investment shall be charged to the fund. The City Finance Director shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

B. Deposits of Funds. Except for direct investments in Permitted Investments allowed by Paragraph A of this Section 19, the moneys and investments comprising each of the funds and accounts hereinabove designated in Sections 16 through 18 of this Ordinance shall be maintained and kept separate from all other funds and accounts in an Insured Bank or Insured Banks. The amounts prescribed shall be paid to the appropriate funds as specified in Sections 16 through 18. Each payment shall be made into the proper bank account and credited to the proper fund not later than the last day designated; provided that when the designated date is a Sunday or a legal holiday, then such payment shall be made on the next preceding secular day. Nothing in this Ordinance shall prevent the establishment of one such bank account or more (or consolidation with any existing bank account), for all of the funds and accounts in Sections 16 through 18 of this Ordinance.

Section 20. Subordinate Lien on Pledged Revenues. The Pledged Gross Receipts Tax Revenues and the amounts and securities on deposit in the Bond Fund, and the proceeds thereof, are hereby authorized to be pledged to, and are hereby pledged, and the City grants a

security interest therein, for the payment of the principal of and interest on the Bonds, subject to the uses thereof permitted by, and the priorities set forth in, this Ordinance. The Bonds constitute an irrevocable subordinate lien (but not an exclusive subordinate lien) on the Pledged Revenues subordinate to the lien thereon of Superior Obligations, and co-equal with the lien thereon of the outstanding Parity Subordinate Obligations.

Section 21. Additional Superior Obligations and Parity Subordinate Obligations.

A. Limitations Upon Issuance of Additional Superior Obligations. No provision of this Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional Obligations payable from Pledged Revenues and constituting a lien upon such revenues prior and superior to the lien of the Bonds on Pledged Revenues. Before any additional Superior Obligations are issued or Obligations refunding outstanding Superior Obligations, the conditions set forth in the ordinances authorizing the issuance of Superior Obligations or refunding Superior Obligations, as applicable, must be satisfied.

Before any additional Parity Subordinate Obligations are actually issued (excluding refunding bonds the proceeds of which are used to refund Superior Obligations as provided in Section 22, but including Parity Subordinate Obligations which are refunding bonds which refund subordinate obligations), the following conditions shall be met:

(1) The Parity Subordinate Obligations must be Obligations; and

(2) The City shall then be current in all of the deposits required to be made with respect to the Parity Subordinate Obligations (including, if applicable, any obligation to fund any reserve account required by the terms of any ordinance authorizing the issuance of any such Obligations); and

(3)

(a) No additional Parity Subordinate Obligations shall be issued unless the Pledged Gross Receipts Tax Revenues for the Historic Test Period shall

have been sufficient to pay an amount representing two hundred percent (200%) of the combined maximum annual Debt Service Requirements coming due in any subsequent Fiscal Year on the then outstanding Superior Obligations, outstanding Parity Subordinate Obligations and the Parity Subordinate Obligations proposed to be issued (excluding the accumulation of any reserves therefor); and

(b) In making the computations required by this subparagraph (3) other gross receipts tax revenues, including without limitation, the Environmental Services Gross Receipts Tax Revenues, received by the City, whether from distribution by the State or pursuant to gross receipts taxes imposed by the City (other than State-Shared Gross Receipts Tax Revenues) pledged to the Superior Obligations, Parity Subordinate Obligations and the Parity Subordinate Obligations proposed to be issued, may be included only to the extent such gross receipts tax revenues are pledged to a particular series of such outstanding Obligations or proposed Parity Subordinate Obligations and only to the extent of the maximum annual Debt Service Requirements on such outstanding Obligations or proposed Parity Subordinate Obligations.

B. Super Subordinate Obligations Permitted; Certain Obligations Prohibited. No provision of this Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional Obligations payable from the Pledged Revenues with a lien on Pledged Revenues subordinate and junior to the lien of the Bonds thereon, nor to prevent the issuance of Obligations refunding all or part of the Bonds as permitted by Section 22.

C. Variable Interest Rate. In making the computations required by this Section 21 and Section 22, Obligations which bear a Variable Interest Rate shall be deemed to bear interest at the maximum rate permitted for those Obligations.

D. Certificate of City Finance Director. A written certificate or opinion of the City

Finance Director that the Pledged Revenues for the applicable Historic Test Period are sufficient to pay the amounts required in this Section 21 shall be required in making a determination that the requirements set forth in this Section have been satisfied and shall be conclusively presumed to be accurate in determining that such requirements have been satisfied.

E. Bond Anticipation Notes. Whenever the City shall have authorized the issuance of Superior Obligations or Parity Subordinate Obligations under the Act and the City shall, at the time, be permitted by the laws of the State to issue notes representing loans in anticipation of the sale of such Superior Obligations or Parity Subordinate Obligations ("Bond Anticipation Notes"), the City may by resolution or ordinance authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such Superior Obligations or Parity Subordinate Obligations, provided, however, that before any Bond Anticipation Notes are actually issued, the conditions of Section 21A shall be met. Bond Anticipation Notes shall not be issued in an amount exceeding the principal amount of the Superior Obligations or Parity Subordinate Obligations in anticipation of the sale of which such notes are proposed to be issued.

For the purposes of determining compliance with this Section, as of the date of issuance of any Bond Anticipation Notes, the aggregate principal amount of all outstanding Bond Anticipation Notes (including such proposed Bond Anticipation Notes) shall never exceed the principal amount of a hypothetical issue of Superior Obligations or Parity Subordinate Obligations which could be issued hereunder having an assumed final maturity of twenty (20) years, bearing an assumed rate of interest equal to the highest rate then borne by any Bond Anticipation Note then outstanding (or, if none, the interest rate borne by the proposed Bond Anticipation Notes to be issued) and having debt service due in each Fiscal Year in approximately equal amounts.

F. Put Obligations. In making the computations required by this Section 21 and Section 22, the principal amount of any Put Obligations to be outstanding in the Fiscal Year when the combined maximum annual Debt Service Requirements come due shall be excluded from the

maximum annual Debt Service Requirements only if the Credit Facility providing liquidity or standby purchase support for Put Obligations is rated, on the date the computations are made, "A" or better by Fitch or S&P (if such rating agencies are then rating the Bonds). If there is no Credit Facility for the Put Obligations or the rating requirement for the Credit Facility set forth in the preceding sentence is not satisfied, the principal amount of the Put Obligations to be outstanding in the Fiscal Year when combined maximum annual Debt Service Requirements come due shall be considered in computing maximum annual Debt Service Requirements.

Section 22. Refunding Bonds. The provisions of Section 21 hereof are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time after the Bonds, or any part thereof, shall have been issued and remain outstanding, the City shall find it desirable to refund any outstanding Parity Subordinate Obligations or other outstanding obligations payable from the Pledged Revenues, such bonds or other obligations, or any part thereof, may be refunded (but only with the consent of the registered owner or owners thereof, unless the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the City's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed (except as provided in Paragraph A of Section 21 and in Paragraphs B and C of this Section 22).

B. Limitations Upon Issuance of Refunding Obligations. No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on parity with the Bonds herein authorized, unless:

(1) The lien on the Pledged Revenues of the outstanding obligations so refunded is on parity with the lien thereon of the Bonds herein authorized; or

(2) The refunding bonds or other refunding obligations are issued in compliance with Paragraph A of Section 21 of this Ordinance.

C. Refunding Part of an Issue. The refunding bonds or other obligations so issued shall enjoy complete equality of lien with the portion of any bonds or other obligations of the same issue which is not refunded, if any there be; and the registered owner or owners of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the registered owner or owners of the bonds or other obligations of the same issue refunded thereby.

D. Limitations Upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the City may by ordinance provide, subject to the inclusion of any such rights and privileges designated in Paragraph C of this Section 22, but without any impairment of any contractual obligations imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including but not necessarily limited to the issue herein authorized). If only a part of the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues are refunded, then such obligations may not be refunded without the consent of the registered owner or owners of the unrefunded portion of such obligations, unless:

(1) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest requirements evidenced by such refunding obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations, or

(2) The refunding bonds or other refunding obligations are issued in compliance with Paragraph A of Section 21 hereof, or

(3) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

E. Cross-over Refunding Bonds. If the refunding bonds to be issued are Cross-over

Refunding Bonds, the ordinance providing for the issuance thereof shall provide (1) that until the date on which the principal portion of the related Parity Subordinate Obligations being refunded is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds, the Cross-over Refunding Bonds shall not be Parity Subordinate Obligations and shall be payable solely from the escrow provided for in the related ordinance, and (2) a certificate of an Independent Accountant shall be prepared to demonstrate the sufficiency of the moneys and investments in the escrow to pay the principal of and interest on the Cross-over Refunding Bonds until the date on which the principal portion of the related Parity Subordinate Obligations being refunded is to be paid or redeemed and to pay or redeem the related Parity Subordinate Obligations being refunded.

Section 23. Equality of Bonds. The Bonds authorized to be issued hereunder and from time to time outstanding shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance, it being the intention of the Governing Body that there shall be no priority among the Bonds regardless of the fact that they may be actually issued and delivered at different times.

Section 24. Protective Covenants. The City hereby covenants and agrees with each and every registered owner of the Bonds that:

A. Payment of Bonds Herein Authorized. The City will promptly pay the principal of and the interest on every Bond issued hereunder and secured hereby at the place, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof. Such principal and interest are payable solely from the Pledged Revenues. Nothing in the Bonds, any Qualified Exchange Agreement or this Ordinance shall be construed as obligating the City to pay principal or interest on any of the Bonds from, and the holders of the Bonds and any Qualified Counterparty may not look to, any general or other fund of the City, except those specifically set forth herein.

B. Records. So long as any of the Bonds remain outstanding, proper books of record

and account will be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues.

C. Audits. The City further agrees that it will, by each March 31 following the close of each Fiscal Year, cause an audit of such books and accounts to be made by an Independent Accountant, showing the revenues and expenditures of the Pledged Revenues. The City agrees to furnish forthwith a copy of each of such audits and reports to the Purchaser upon request. Any registered owner of a Bond shall have the right to discuss, with the Independent Accountant or person making the audit, the report and the contents thereof and to ask for such additional information as he may reasonably require.

D. Extending Interest Payments. In order to prevent any accumulation of claims for interest after maturity, the City will not directly or indirectly extend or assent to extension of time for the payment of any claim for interest on any of the Bonds and it will not directly or indirectly be a party to or approve any arrangement for any such extension or for the purpose of keeping alive any of such interest.

E. Performing Duties. The City will faithfully and punctually perform all duties with respect to the Bonds required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the City including but not limited to the proper segregation of the Pledged Revenues and their application of the respective funds.

F. Other Liens. Other than the outstanding Parity Obligations, the outstanding Subordinate Obligations and the Bonds as recited in this Ordinance, there are no liens or encumbrances of any nature whatsoever on or against the Pledged Revenues. This Ordinance does not prohibit the issuance of Parity Obligations with a lien on the Pledged Revenues on parity with the lien thereon of the Bonds nor the issuance of Subordinate Lien Gross Receipts Tax Obligations with a lien on the Pledged Revenues subordinate to the lien thereon of the Bonds.

G. City's Existence. The City will maintain its corporate identity and existence so

long as any of the Bonds herein authorized remain outstanding unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without affecting to any substantial degree the privileges and rights of any registered Owner of any outstanding Bonds.

H. Duty With Respect to Pledged Revenues. If the statutes or any ordinance which materially affects the Pledged Revenues or any part of such ordinances, shall ever be held to be invalid or unenforceable, it shall be the duty of the City, to the extent authorized by law, to immediately take any action necessary to produce sufficient Pledged Revenues to comply with the contracted obligations of this Ordinance, except as provided in Paragraph I of this Section 24.

I. Impairment of Contract. The City agrees that any law or ordinance or resolution of the City in any manner affecting the Pledged Revenues or the Bonds, or otherwise appertaining thereto, shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any Bonds outstanding, unless such Bonds have been discharged in full or provision has been fully made therefor, or unless the consent of the required percentage of the registered owners of the then outstanding Bonds is obtained pursuant to Section 32 of this Ordinance.

J. Tax Covenant. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Tax Code, including applicable regulations, rulings and judicial decisions, or (ii) be treated other than as bonds to which Section 103(a) of the Tax Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Tax Code. The City further covenants (a) that it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts

of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowings, (ii) restrict the yield on investment property, (iii) make timely and adequate rebate payments, yield reduction payments or payments of alternative amounts in lieu of rebate 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 Tax Code.

Authorized Officers of the City are hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Tax Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting in the compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount, yield reduction payments or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate or yield reduction payments, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, including amounts required to be rebated to the United States pursuant to Section 148(f) of the Tax Code, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of the 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 the interest on and the tax status of the Bonds.

K. Limitation on Obligations with Variable Interest Rates. The City shall not issue Parity Obligations or Subordinate Obligations with a Variable Interest Rate which, at the time of issuance, are assigned a lower rating than the rating then assigned to the Bonds, as applicable, by Fitch or S&P, unless the written consent of such rating agency to a lower rating is obtained prior to issuance of such Superior Lien Gross Receipts Tax Obligations or Parity Gross Receipts Tax Obligations.

L. Notice of Qualified Exchange Agreements to Rating Agencies. The City shall not enter into a Qualified Exchange Agreement which is an Obligation or with respect to any Obligations without first providing notice of such Qualified Exchange Agreement to Fitch and S&P and without first receiving written confirmation from Fitch and S&P that entering into such Qualified Exchange Agreement, in and of itself, would not result in a reduction of the ratings then assigned to the Bonds, as applicable, by Fitch and S&P.

M. Continuing Disclosure Undertaking. Authorized Officers of the City are authorized to sign such documents with respect to the City's continuing disclosure obligations as are necessary or desirable to comply with the Continuing Disclosure Undertaking and requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

Section 25. Defeasance. When all principal and interest in connection with the Bonds hereby authorized have been duly paid, the pledge and lien and all obligations hereunder shall thereby be discharged and the Bonds shall no longer be deemed to be outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment as to any Bond when the Governing Body has placed in escrow and in trust with a commercial bank located within or without the State of New Mexico and exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may initially be invested, if applicable) to meet all requirements of principal and interest as the same become due to its maturity

or designated redemption date as of which the City shall have exercised or obligated itself to exercise its option to call the Bond. The Federal Securities shall become due prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Governing Body and such bank at the time of the creation of the escrow or the Federal Securities shall be subject to the redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. Federal Securities within the meaning of this Section 25 shall include only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which are not callable prior to maturity by the issuer of such obligations.

Section 26. Events of Default. Each of the following events is hereby declared an "event of default":

A. Nonpayment of Principal. If payment of the principal of any of the Bonds herein authorized to be issued shall not be made when the same become due and payable; or

B. Nonpayment of Interest. If payment of any installment of interest shall not be made when the same becomes due and payable; or

C. Incapable to Perform. If the City shall for any reason be rendered incapable of fulfilling its obligations (but not including any obligation of the City under any Qualified Exchange Agreement) hereunder; or

D. Default of any Provision. If the City shall default in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or in this Ordinance on its part to be performed (other than defaults described in Subparagraphs A, B and C of this Section 26), and if such default shall continue for 60 days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the registered owners of 25% in principal amount of the Bonds then outstanding.

E. Bankruptcy or Insolvency of City. (1) The City shall (a) apply for or consent to

the appointment of or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the City or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code, or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, or reorganization, or (2) a proceeding or case shall be commenced, without application or consent of the City, in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the City, (b) appointment of a trustee, receiver, custodian, liquidator or the like of the City or of all or a substantial part of its assets, or (c) similar relief in respect of the City under any law relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts.

Section 27. Remedies of Defaults. Upon the happening and continuance of any of the events of default as provided in Section 26 of this Ordinance, then and in every case the registered owner or owners of not less than 25% in principal amount of the Bonds then outstanding, including but not limited to a trustee or trustees, may proceed against the City, its Governing Body, and its agents, officers and employees to protect and enforce the rights of any registered owner of Bonds under this Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for specific performance of any covenant or agreement contained herein or award or execution of any power herein granted for the enforcement of any power, legal or equitable remedy as such registered owner or owners may deem most effectual to protect and enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any registered owner, or to require the Governing Body of the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all registered owners of the Bonds then outstanding. The failure of any such registered owner so to proceed shall not relieve the City or any of its officers, agents or employees of any liability for failure to perform any duty. Each right or privilege of any such registered owner (or trustee thereof)

is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any registered owner shall not be deemed a waiver of any other right or privilege thereof.

Section 28. Duties Upon Default. Upon the happening of any of the events of default as provided in Section 26 of this Ordinance, the City, in addition, will do and perform all proper acts on behalf of and for the registered owners of the Bonds to protect and preserve the security created for the payment of the principal of and interest on the Bonds promptly as the same become due. All proceeds derived from the Pledged Revenues, so long as any of the Bonds herein authorized, either as to principal or interest, are outstanding and unpaid, shall be paid into the proper fund and used for the purposes therein provided. In the event the City fails or refuses to proceed as in this Section 28 provided, the registered owner or registered owners of not less than 25% in principal amount of the Bonds then outstanding, after demand in writing, may proceed to protect and enforce the rights of the registered owners as hereinabove provided.

Section 29. Enforcement. Any registered owner of any one or more of the Bonds, may, either by law or in equity, by suit, action, mandamus or other appropriate proceedings in any court of competent jurisdiction enforce the payment of principal of, and interest on, any Bond on or after the date on which such payment is due, and may by suit, action, mandamus or other appropriate proceeding or proceedings enforce and compel the performance of such payment in accordance with the provisions of this Ordinance.

Section 30. Severability. If any Section, paragraph, clause or provision of this Ordinance shall 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 31. Repealer Clause. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be

construed to revive any ordinance or part of any ordinance heretofore repealed.

Section 32. Amendment.

A. Limitations upon Amendments. This Ordinance may be amended or supplemented by ordinance or resolution of the Governing Body without the consent of registered owners:

(1) To cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in this Ordinance;

(2) To grant to the registered owners any additional rights, remedies, powers or authority that may lawfully be granted to them;

(3) To obtain or maintain a rating on the Bonds from any rating agency which amendment, in the judgment of Bond Counsel, does not materially adversely affect the registered owners of the Bonds;

(4) To achieve compliance with federal securities or tax laws, as applicable;

(5) To make any other changes in this Ordinance which, in the opinion of Bond Counsel, is not materially adverse to the registered owners; and

(6) To make any other changes in this Ordinance in connection with the execution of a Qualified Exchange Agreement, which changes do not adversely affect the rating(s) assigned to the Bonds by Fitch and S&P (if such rating agencies are then rating the Bonds) and do not adversely affect the registered owners.

B. Additional Amendments. Except as provided above, this Ordinance may only be amended or supplemented by ordinance adopted by the Governing Body in accordance with the laws of the State, without receipt by the City of any additional consideration, but with the written consent of the registered owners of a majority of the principal amount of the outstanding Bonds which are affected by the amendment or supplement (not including Bonds which are then owned by or for the account of the City); provided, however, that, without first obtaining the consent of all registered owners of the outstanding Bonds, no such ordinances shall have the effect of

permitting:

(1) An extension of the maturity of any Bond; or

(2) A reduction in the principal amount of or interest rate on any Bond; or

(3) A reduction of the principal amount of Bonds required for consent to such amendment or supplement.

C. Proof of Instruments. The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws of that jurisdiction is authorized to take acknowledgments of deeds within that jurisdiction that the person signing the instrument acknowledged before him the execution of that instrument, or may be proved by an affidavit of a witness to the execution sworn to before such officer.

D. Proof of Bonds. The principal amount and number of Bonds owned by any person executing such instrument and the date of holding that instrument may be proved by a certificate executed by a bank or trust company showing that on the date mentioned that person had on deposit with the bank or trust company the Bonds described in the certificate.

Section 33. Ordinance Irrepealable. After any of the Bonds herein authorized are issued, this Ordinance shall be and remain irrepealable until the Bonds and interest thereon shall be fully paid, canceled and discharged as therein provided, or there has been defeasance as provided in Section 25 of this Ordinance.

Section 34. Effective Date, General Summary for Publication. Upon due adoption of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the title and general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF SANTA FE, NEW MEXICO

NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa Fe on July 28, 2021. A complete copy of the ordinance is available for public inspection during the normal and regular business hours of the City Clerk in the office of the City Clerk, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico and is available online at santafe.primegov.com.

The title of the ordinance is:

AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF SANTA FE, NEW MEXICO SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS, SERIES 2021 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $14,745,000 FOR THE PURPOSE OF (1) REFUNDING, DISCHARGING AND PAYING THE CITY OF SANTA FE, NEW MEXICO SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS, SERIES 2010B AND MATURING ON AND AFTER JUNE 1, 2022; (2) REFUNDING, DISCHARGING AND PAYING THE CITY OF SANTA FE, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2012A AND MATURING ON AND AFTER JUNE 1, 2022; AND (3) PAYING COSTS OF ISSUANCE OF THE SERIES 2021 BONDS; CALLING FOR THE REDEMPTION OF THE OUTSTANDING SERIES 2010B BONDS AND SERIES 2012A BONDS; PROVIDING THAT THE BONDS WILL BE

PAYABLE AND COLLECTIBLE FROM CERTAIN GROSS RECEIPTS TAX REVENUES DISTRIBUTED TO THE CITY; APPROVING THE SELECTION OF AN UNDERWRITER AND FORMS OF A PRELIMINARY OFFICIAL STATEMENT AND A PAYING AGENT REGISTAR AND DEPOSITARY AGENT AGREEMENT; DELEGATING AUTHORITY TO THE MAYOR OR, IN THE MAYOR'S ABSENCE, THE CITY MANAGER OR FINANCE DIRECTOR, TO APPROVE THE FINAL PRINCIPAL AMOUNT, INTEREST RATES AND OTHER DETAILS OF THE BONDS WITHIN THE PARAMETERS SET FORTH IN THIS AUTHORIZING ORDINANCE, AND TO EXECUTE AND DELIVER A BOND PURCHASE AGREEMENT FOR THE SALE OF THE BONDS TO THE UNDERWRITER; PROVIDING FOR THE COLLECTION OF CERTAIN GROSS RECEIPTS TAX REVENUES; APPROVING CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE BONDS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND RELATED MATTERS.

A general summary of the subject matter contained in such ordinance is set forth in the title.

COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO, ARE AVAILABLE ONLINE AT SANTAFE.PRIMEGOV.COM, AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

WITNESS my hand and the seal of the City on the ___ day of _____, 2021.

CITY OF SANTA FE

(SEAL)

_____

Kristine Mihelcic, City Clerk

(End of Form of Ordinance for Publication)

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2021

GOVERNING BODY OF THE

CITY OF SANTA FE

(SEAL)

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC

APPROVED AS TO FORM:

Peter Franklin (Jul 1, 2021 17:15 MDT)

PETER FRANKLIN – MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A. AS BOND COUNSEL

After discussion, Councilor _____ moved for approval, with Councilor _____ seconding the motion. Bill No. 2021-___ passed upon the following roll call vote:

Those voting AYE: Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Those voting NAY: _____

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-__ the motion was carried and Ordinance No. 2021-__ was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE

CITY OF SANTA FE, NEW MEXICO

(SEAL)

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

PETER FRANKLIN – MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A. AS BOND COUNSEL

FIR No. 3340

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): GRT Refunding Revenue Bond Series 2021

Sponsor(s): Mayor Webber and Councilor Abeyta

Reviewing Department(s): Finance

Staff Completing FIR: Bradley Fluetsch, CFA Date: June 25, 2021 Phone: 955-6885

Reviewed by City Attorney: Peter Franklin (Jul 1, 2021 17:15 MDT) Date: Jul 1, 2021

Reviewed by Finance Director: Alexis Lotero (Jul 2, 2021 16:46 MDT) Date: Jul 2, 2021

Summary:
The 2012A Senior Lien GRT Revenue Bond and the 2010B Subordinate Lien GRT Revenue Bond became eligible to refund and according to the City's Debt Policy, it is permissible according to Section IX. C, having met all the criteria.

Departments Affected:
Finance

Consequences of Not Enacting Legislation:
There are several consequences, most notably the City would forego saving $1.35 million in interest expense. Next and more importantly, the perception of municipal bond investors and other market participants may be affected, they would wonder why the City has not refunded these bonds and save the money.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
No conflict, duplication, companionship or relationship to any other legislation.

Performance and Administrative Implications:
No performance implications and the administrative ones are minimal.

Fiscal Implications:
All net savings to the City of an estimated $1.35 million over five years

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$-340,000	$-335,000	$-335,000	N	NR	515, 100	
Contractual/ Professional Services	$30,000	$	$				
Operating	$	$	$				$
Total:	$-310,000	$-335,000	$-335,000				$-980,000

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

There will be a fee from both the Municipal Advisor and Bond Counsel in Professional Services, but in capital outlay there are negative expenses (i.e. savings)

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

There are no revenues in this transaction.

Updated 6.16. 21

CITY OF SANTA FE, NEW MEXICO
GROSS RECEIPTS TAX REFUNDING REVENUE BONDS
SERIES 2021
FINANCING SCHEDULE

JUNE 2021						
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 2021						
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 2021						
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				

SEPTEMBER 2021						
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		

OCTOBER 2010						
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
24/31	25	26	27	28	29	30

NOVEMBER 2021						
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				

Council Meeting Dates 5:00/7:00 p.m.

Finance Committee Meeting Dates 5:00 p.m.

Public Works

DATE	ACTION	RESPONSIBLE PARTIES
Thursday, June 3, 2021	Distribute Financing Schedule	Modrall Sperling

DATE	ACTION	RESPONSIBLE PARTIES
Tuesday, June 8, 2021	Distribute Draft Bond Parameters Ordinance for first reading on June 30, 2021	Modrall Sperling
Tuesday, June 15, 2021	Distribute initial draft of Preliminary Official Statement	Modrall Sperling
Wednesday, June 16, 2021	Draft Bond Parameters Ordinance, Preliminary Official Statement, and Registrar/Paying Agent Agreement delivered to City for Public Works Committee and Finance Committee Agenda Packets (Introduction on June 30, First Reading of Ordinance on July 14, Finance Committee meeting on July 19, Public Works Committee on July 26)	City Finance Hilltop Securities Modrall Sperling
Friday, June 18, 2021	Draft Request for Underwriters' Qualifications distributed to City Finance	Hilltop Securities
Tuesday, June 22, 2021	Request for Underwriters' Qualifications circulated to underwriters	City Finance
Wednesday, June 30, 2021	Introduction of Bond Parameters Ordinance	City Finance Hilltop Securities Modrall Sperling
Thursday, July 1, 2021	Underwriter responses to RFQ due	Underwriters
Tuesday, July 6, 2021	City Finance recommendation of underwriter selection delivered to Finance Committee (for July 19 Finance Committee Meeting)	City Finance Hilltop Securities Modrall Sperling

DATE	ACTION	RESPONSIBLE PARTIES
Wednesday, July 14, 2021	First reading of Bond Parameters Ordinance by City Council	City Hilltop Securities Modrall Sperling
Thursday, July 15, 2021	Coordinate Publication of Notice of Public Hearing and Intent to Adopt Bond Parameters Ordinance (August 11, 2021 Council Meeting) to the *Santa Fe New Mexican* for publication by or before July 26, 2021	City Clerk Modrall Sperling
Monday, July 19, 2021	Finance Committee Meeting; review of recommended selection of underwriter(s) and draft Bond Parameters Ordinance, Preliminary Official Statement, and Registrar/Paying Agent Agreement	City Finance Hilltop Securities Modrall Sperling
Monday, July 26, 2021	Notice of August 11, 2021 Public Hearing and Intent to Adopt Bond Parameters Ordinance published in the *Santa Fe New Mexican*	Newspaper
Monday, July 26, 2021	Public Works Committee Meeting; review of draft Bond Parameters Ordinance, Preliminary Official Statement, and Registrar/Paying Agent Agreement	City Finance Hilltop Securities Modrall Sperling
Wednesday, July 28, 2021	Final Bond Parameters Resolution, Preliminary Official Statement, Disclosure Responsibilities Memorandum and Registrar/Paying Agent Agreement delivered to City for Council Agenda Packets (July 28 Council Meeting)	Modrall Sperling City Finance
Monday, August 9, 2021	Draft Preliminary Official Statement distributed to Rating Agencies	Hilltop Securities Modrall Sperling

DATE	ACTION	RESPONSIBLE PARTIES
Wednesday, August 11, 2021	City Council adopts Bond Parameters Ordinance* *Selection of underwriters and delegation of final terms authority to be included in Bond Parameters Ordinance	City Hilltop Securities Modrall Sperling
Thursday, August 12, 2021	Submit Notice of Adoption of Bond Parameters Ordinance for publication in the August 18, 2021 edition of the *Santa Fe New Mexican*	Modrall Sperling
Week of August 16 and 23, 2021	Calls with Rating Agencies	Hilltop Securities City Finance Modrall Sperling
Wednesday, August 18, 2021	Notice of Adoption of Bond Parameters Ordinance for publication in the *Santa Fe New Mexican*	Newspaper
Friday, August 30, 2021	Submit request for approval of parameters for refunding transaction to the Department of Finance and Administration pursuant to 2.61.8.9 NMAC	Modrall Sperling Hilltop Securities
Tuesday, August 24, 2021	Transmit Conditional Notice of Redemption of Bonds to BOKF, NA, as Registrar	Modrall Sperling
Friday, August 27, 2021	Post Conditional Notice of Redemption on EMMA	BOKF, NA, as Registrar
Friday, September 10, 2021	Ratings received	Hilltop Securities

DATE	ACTION	RESPONSIBLE PARTIES
Friday, September 10, 2021	Final comments on Preliminary Official Statement due	Underwriter(s) City Finance Hilltop Securities Modrall Sperling
Monday, September 13, 2021	Post Preliminary Official Statement on EMMA	Hilltop Securities Underwriters Modrall Sperling
Friday, September 17, 2021	30-day limitation of actions period expires	
Tuesday, September 21, 2021	Negotiated Sale of Bonds; Execution and Delivery of Bond Purchase Agreement and Pricing Certificate	Hilltop Securities Underwriters Mayor City Finance Director
Thursday, September 23, 2021	Circulate draft Official Statement	Modrall Sperling
Friday, September 24, 2021	Report refunding results to Department of Finance and Administration	Hilltop Securities
Monday, September 27, 2021	Comments due on draft Official Statement	Underwriters
Wednesday, September 29, 2021	Mayor or Finance Director reports on final terms of Bonds and presents Pricing Certificate at City Council Meeting (informational purposes only)	Mayor or Finance Director
Thursday, September 30, 2021	Deadline for transmitting Official Statement to Underwriters	Modrall Sperling

DATE	ACTION	RESPONSIBLE PARTIES
Monday, October 4, 2021	Circulate draft Closing Documents	Modrall Sperling
Week of October 11, 2021 (exact date TBD)	Meet with City Officials to execute Closing Documents	Modrall Sperling City Finance Mayor, City Manager, City Clerk, City Attorney
Friday, October 15, 2021	Bonds sent to BOKF, NA for FAST Closing	Modrall Sperling
Monday, October 18, 2021	Bonds delivered to BOKF, NA	FedEx
Thursday, October 21, 2021	Closing; redemption of refunded bonds	City Finance BOKF, NA Hilltop Securities Modrall Sperling

OFFICIAL STATEMENT

NOTICE

**$14,745,000*
CITY OF SANTA FE, NEW MEXICO
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds
Series 2021**

Preliminary Official Statement, subject to completion,
dated , 2021

The Preliminary Official Statement, dated _____, 2021 (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 Rule 15c2-12 promulgated by the United States Securities and Exchange Commission, the Preliminary Official Statement alone, and no other document or information on the internet, constitutes the "Official Statement" that the City has "deemed final" as of its date in respect of the Bonds, except for certain information permitted by Rule 15c2-12 to be omitted therefrom.

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 _____, 2021

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. 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 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.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

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 (a) is excludable from the gross income of the recipients thereof for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended; and (b) is not an item of tax preference under Section 57 of the Internal Revenue Code of 1986, as amended, 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 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.

$14,745,000*
City of Santa Fe, New Mexico
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds
Series 2021

Dated: Date of Delivery

Due: June 1, as shown on the inside front cover

The $14,745,000* City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021 (the "Bonds") are being issued by the City of Santa Fe, New Mexico (the "City") to provide funds for the Refunding Project. See the "REFUNDING 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 June 1 and December 1 of each year until maturity or prior redemption, commencing December 1, 2021, and will mature on June 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 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, together with the interest accruing thereon, will be payable solely from Pledged Revenues. Pledged Revenues consist of: (i) the State-Shared Gross Receipts Tax Revenues; (ii) the One-Half Percent Municipal Gross Receipts Tax Revenues; (iii) the Infrastructure Gross Receipts Tax Revenues; (iv) the portion of the gross receipts tax distribution to the City made pursuant to Section 7-1-6.46 NMSA 1978, which represents the amount of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues, and Infrastructure Gross Receipts Tax Revenues that would have been remitted to the City but for the deductions provided by Section 7-9-92 and 7-9-93 NMSA 1978 and any similar distributions made to the City in lieu of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues and Infrastructure Gross Receipts Tax Revenues pursuant to law (collectively, the "Pledged Revenues" or "Pledged Gross Receipts Tax Revenues"). The lien on the Pledged Gross Receipts Tax Revenues will be: (A) on parity with the lien on the Pledged Revenues securing the City's 2013B Bonds, 2016C Bonds, 2016D Bonds, the 2017 Taxable Bonds, the 2018 Gas Tax/Sub. Lien GRT Bonds, the 2019 Finance Authority Refunding Loan and the 2019 Finance Authority Parking Improvements Loan, and (B) subordinate to the lien of the Pledged Revenues securing the City's 2013A Bonds, 2014 Bonds, 2016A Bonds, 2016B Bonds, 2018A Bonds and any other Superior Lien Gross Receipts Tax Obligations; The Bonds are subject to optional redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE BONDS—Optional Redemption of Bonds" herein.

The registered owners of the Bonds may not look to any general or other fund of the City for the payment of the principal of and interest on the Bonds except for the Pledged Revenues. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional, charter or statutory provision or limitation, nor will they be considered or held to be general obligations of the City. Neither the full faith and credit of the City nor the taxing power of the City, the State or any political subdivision or public agency thereof, other than the City to the extent of the Pledged Revenues, are pledged to the payment of the principal of and interest on the Bonds. No Owner has the right to compel the exercise of the taxing power of the City or the forfeiture of any of its property in connection with any default under the Bond Ordinance.

The purchase and ownership of the Bonds involve investment risk and may not be suitable for all investors. This cover page is not intended to be a summary of the terms of, or the security for, the Bonds. Investors are advised to read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision.

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. Certain legal matters will be passed on for the City by Erin McSherry, Esq., City Attorney. Certain legal matters will passed upon for the Underwriters by _____. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about October 21, 2021.

Dated: _____, 2021

* Preliminary, subject to change.

[UNDERWRITER LOGO]

$14,745,000[*]
City of Santa Fe, New Mexico
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds
Series 2021

MATURITY SCHEDULE

Year (June 1)	Principal[*]	Interest	Yield	Price	CUSIP[(1)]
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					

[*] 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

Signe I. Lindell, Mayor Pro Tem
Renee Villarreal, Councilor
Michael Garcia, Councilor
Carol Romero-Wirth, Councilor
Chris Rivera, Councilor
Roman "Tiger" Abeyta, Councilor
Jamie Cassutt-Sanchez, Councilor
JoAnne Vigil Coppler, Councilor

CITY OFFICIALS

Jarel Lapan Hill, City Manager
Kristine Mihelcic, City Clerk
Mary T. McCoy, Director of Finance
Erin McSherry, City Attorney

BOND AND DISCLOSURE COUNSEL

Modrall, Sperling, Roehl, Harris & Sisk, P.A.

PAYING AGENT AND REGISTRAR

BOKF, NA

FINANCIAL ADVISOR

Hilltop Securities Inc.

UNDERWRITER[S]
[to be inserted]

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
SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS
SERIES 2021

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 "APPENDIX C—DEFINITIONS OF CERTAIN TERMS IN THE BOND ORDINANCE."

Dated:	The date of initial delivery to the Underwriters, which is expected to be on or about October 21, 2021.
Registration:	The City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021 (the "Bonds") will be issued as fully registered bonds in denominations of $5,000 and integral multiples thereof. The Registrar is BOKF, NA.
Principal Payment:	The Bonds will mature on June 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 June 1 and December 1, commencing on December 1, 2021.
Security:	The Bonds are special limited obligations, payable solely from Pledged Revenues. "Pledged Revenues" consist of Pledged Gross Receipts Tax Revenues. Pledged Gross Receipts Tax Revenues consist of (i) the State-Shared Gross Receipts Tax Revenues; (ii) the One-Half Percent Municipal Gross Receipts Tax Revenues; (iii) the Infrastructure Gross Receipts Tax Revenues; and (iv) the portion of the gross receipts tax distribution to the City made pursuant to Section 7-1-6.46, NMSA, which represents the amount of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues, and Infrastructure Gross Receipts Tax Revenues that would have been remitted to the City but for the deductions provided by Sections 7-9-92 and 7-9-93, NMSA, and any similar distributions made to the City in lieu of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues, and Infrastructure Gross Receipts Tax Revenues pursuant to law (see "SPECIAL FACTORS RELATING TO THE BONDS—Legislative Changes" herein). See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

Superior and Parity Subordinate Lien Gross Receipts Tax Obligations:	The lien of the Bonds on Pledged Gross Receipts Tax Revenues will be on parity with the lien thereon of the outstanding 2012B Bonds, the 2013B Bonds, the 2016C Bonds, the 2016D Bonds, the 2017 Taxable Bonds, the 2018 Gas Tax/Sub. Lien GRT Bonds, the 2019 Finance Authority Refunding Loan, the 2019 Finance Authority Parking Improvements Loan, and any other Subordinate Lien Gross Receipts Tax Obligations issued subsequent to the issuance of the Bonds, and will be subordinate to the lien on Pledged Gross Receipts Tax Revenues of the outstanding 2013A Bonds, 2014 Bonds, 2016A Bonds, 2016B Bonds, 2018A Bonds and any other Parity Superior Lien Gross Receipts Tax Obligations issued subsequent to the issuance of the Bonds, as more fully described herein. SEE "SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Additional Superior Lien Gross Receipts Tax Obligations and Parity Subordinate Gross Receipts Tax Obligations" herein.
Special Obligations:	THE BONDS ARE SPECIAL LIMITED OBLIGATIONS, PAYABLE SOLELY FROM PLEDGED REVENUES. THE PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE PAYABLE FROM PLEDGED REVENUES, AND WILL NOT BE PAYABLE FROM ANY FUNDS OF THE CITY EXCEPT THE DESIGNATED SPECIAL FUNDS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL, CHARTER OR STATUTORY PROVISION OR LIMITATION, NOR WILL THEY BE CONSIDERED OR HELD TO BE GENERAL OBLIGATIONS OF THE CITY. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION OR PUBLIC AGENCY THEREOF, OTHER THAN THE CITY TO THE EXTENT OF THE PLEDGED REVENUES, ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS. NO OWNER HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE CITY OR THE FORFEITURE OF ANY OF ITS PROPERTY IN CONNECTION WITH ANY DEFAULT UNDER THE BOND ORDINANCE.
Prior Redemption:	The Series Bonds maturing on and after June 1, 20___ are subject to optional redemption prior to maturity in one or more units of principal of $5,000 on and after June 1, 20___. See "DESCRIPTION OF THE BONDS – Optional Redemption of Bonds."
Additional Bonds:	Additional Superior Lien Gross Receipts Tax Obligations may be issued with a lien on the Pledged Gross Receipts Tax Revenues superior and prior to the lien thereon of the Bonds. Additional Subordinate Lien Gross Receipts Tax Obligations may be issued with a lien on the Pledged Gross Receipts Tax Revenues on parity with the lien thereon of the Bonds.

	See "SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Additional Superior Lien Gross Receipts Tax Obligations and Parity Subordinate Lien Gross Receipts Tax Obligations" herein.
Bond and Disclosure Counsel:	Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico
Financial Advisor:	Hilltop Securities Inc., Dallas, Texas
Paying Agent/Registrar:	BOKF, NA, Albuquerque, New Mexico
Underwriters:	_____
Special Factors:	Investors and prospective investors should give particular attention to various factors, including that the Bonds are limited, Superior Lien Gross Receipts Tax Obligations secured by a lien on (i) the Pledged Gross Receipts Tax Revenues, and that additional Gross Receipts Tax obligations (including Superior Lien Gross Receipts Tax Obligations and Parity Subordinate Lien Gross Receipts Tax Obligations) may be issued, secured by and paid from the Pledged Gross Receipts Tax Revenues. See "SPECIAL FACTORS RELATING TO THE BONDS", "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS— Pledged Gross Receipts Tax Revenues" and "SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Additional Superior Lien Gross Receipts Tax Obligations and Parity Subordinate Gross Receipts Tax Obligations" herein.

OFFICIAL STATEMENT

$14,745,000*
CITY OF SANTA FE, NEW MEXICO
SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS
SERIES 2021

INTRODUCTION

This Official Statement, which includes the cover page and the appendices hereto, sets forth certain information in connection with the offering of $14,745,000* aggregate principal amount of City of Santa Fe, New Mexico, Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021 (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. 2021-__, adopted on July 28, 2021, as supplemented by the Pricing Certificate dated the date of this Official Statement (together, the "Bond Ordinance").

The Bonds are payable and collectible solely from Pledged Revenues which consist of (i) the revenues distributed to the City monthly by the Department pursuant to Sections 7-1-6 and 7-1-6.4 NMSA 1978, at the rate authorized (currently 1.225% of the gross receipts of persons doing business within the City) from the proceeds of a state-wide gross receipts tax imposed pursuant to Chapter 7, Article 9, NMSA 1978 (the "State-Shared Gross Receipts Tax Revenues"); (ii) the revenues received by the City pursuant to the Sections 7-19D-9 through 7-19D-12 NMSA 1978 and Ordinance No. 1981-45 of the City, which impose a 0.50% tax on the gross receipts of persons doing business within the City (the "One-Half Percent Municipal Gross Receipts Tax Revenues"); (iii) the revenues received by the City pursuant to Section 7-19D-11 NMSA 1978 and Ordinance No. 1993-21 of the City which impose a 0.0625% tax on the gross receipts of persons doing business within the City (the "Infrastructure Gross Receipts Tax Revenues"); (iv) the portion of the gross receipts tax distribution to the City made pursuant to Section 7-1-6.46 NMSA 1978, which represents the amount of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues, and Pledged Infrastructure Gross Receipts Tax Revenues that would have been remitted to the City but for the deductions provided by Sections 7-9-92 and 7-9-93 NMSA 1978, and any similar distributions made to the City in lieu of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues and Infrastructure Gross Receipts Tax Revenues pursuant to law, and (v) any other gross receipts tax revenues received by the City, whether from distribution by the State or pursuant to gross receipts taxes imposed by the City and hereafter pledged to the payment of the Bonds by an affirmative act of the City Council of the City. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Pledged Gross Receipts Tax Revenues".

The Bonds are special, limited obligations of the City payable from and secured solely by the Pledged Revenues. The Bonds will be issued with a lien on the Pledged Gross Receipts Tax Revenues on parity with the lien thereon of outstanding Parity Subordinate Lien Gross Receipts Tax Obligations, and subordinate to the lien thereon of outstanding Superior Lien Gross Receipts Tax Obligations. See "SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Additional Superior Lien Gross Receipts Tax Obligations and Parity Subordinate Lien Gross Receipts Tax Obligations" herein.

The City has previously issued and there are currently outstanding the following gross receipts tax revenue bonds secured by a first lien on the Pledged Gross Receipts Tax Revenues on parity with the lien thereon, following issuance, of the Bonds (the "Outstanding Superior Lien Gross Receipts Tax Obligations"): (a) Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A (the

* Preliminary, subject to change.

"2012A Bonds") in an original aggregate principal amount of $32,725,000 of which $10,735,000 of such 2012A Bonds remain outstanding, which will be refunded, redeemed and paid with proceeds of the Bonds, (b) Gross Receipts Tax Improvement Revenue Bonds, Series 2014 (the "2014 Bonds") in an original aggregate principal amount of $15,460,000, of which $14,615,000 of such 2014 Bonds remain outstanding, (c) Senior Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016A (the "2016A Bonds) in an original aggregate principal amount of $6,700,000 of which $2,140,000 of such 2016A Bonds remain outstanding, (d) Senior Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016B (the "2016B Bonds) in an original aggregate principal amount of $21,900,000, of which $10,225,000 of such 2016B Bonds remain outstanding, and (e) Senior Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018A (the "2018A Bonds") in an original aggregate principal amount of $20,000,000, of which $18,975,000 of such 2018A Bonds remain outstanding. The City may issue additional Parity Superior Lien` Gross Receipts Tax Obligations with a lien on the Pledged Gross Receipts Tax Revenues on parity with the lien thereon of the 2018A Bonds (together with the Outstanding Parity Superior Lien Gross Receipts Tax Obligations, the "Superior Lien Gross Receipts Tax Obligations").

The City has previously issued and there are currently outstanding the following gross receipts tax obligations secured by a lien on the Pledged Gross Receipts Tax Revenues subordinate to the lien thereon of the Superior Lien Gross Receipts Tax Obligations (the "Outstanding Subordinate Lien Gross Receipts Tax Obligations"): (1) Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2010B (the "2010B Bonds") in an aggregate principal amount of $10,490,000, of which $4,860,000 of such 2010B Bonds remains outstanding, which will be refunded, redeemed and paid with proceeds of the Bonds, (2) Gross Receipts Tax (Subordinate Lien)/Wastewater Systems Refunding Revenue Bonds, Series 2012B[(1)] (the "2012B Bonds") in an original aggregate principal amount of $14,280,000, of which $1,960,000 of such 2012B Bonds remain outstanding, (3) Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2013B (the "2013B Bonds") in an original aggregate principal amount of $13,780,000, of which $11,245,000 of such 2013B Bonds remain outstanding, (4) Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016C (the "2016C Bonds") in an original aggregate principal amount of $9,480,000, of which $2,455,000 of such 2016C Bonds remain outstanding, (5) Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016D (the "2016D Bonds") in an original aggregate principal amount of $2,020,000, of which $1,690,000 of such 2016D Bonds remain outstanding, (6) Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2017 (the "2017 Taxable Bonds") in an original aggregate principal amount of $4,530,000 of which $3,805,000 of such 2017 Taxable Bonds remain outstanding, (8) Gasoline Tax/Subordinate Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018 (the "2018 GasTax/Sub.Lien GRT Bonds") in an original aggregate principal amount of $10,290,000, of which $8,660,000 of such 2018 Gas Tax/Sub. Lien GRT Bonds remain outstanding; (9) 2019 Taxable Subordinate Lien Finance Authority Refunding Loan ("2019 Refunding Loan") in an original principal amount of $23,705,000, of which $22,810,000 of such 2019 Refunding Loan principal remains outstanding; and (10) 2019 Subordinate Lien Finance Authority Parking Improvements Loan (the "2019 Parking Improvements Loan") in an original principal amount of $1,575,000, of which $1,380,000 of such 2019 Parking Improvements Loan principal remains outstanding. The City may issue additional Subordinate Lien Gross Receipts Tax Obligations with a lien on the Pledged Gross Receipts Tax Revenues subordinate to the lien thereon of the Bonds (together with the Outstanding Subordinate Lien Gross Receipts Tax Obligations, the "Subordinate Lien Gross Receipts Tax Obligations"). See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Additional Parity Superior Lien Gross Receipts Tax Obligations and Subordinate Lien Gross Receipts Tax Obligations."

THE BONDS ARE SPECIAL LIMITED OBLIGATIONS, PAYABLE SOLELY FROM PLEDGED REVENUES. THE PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE

[(1)] The Series 2012B Bonds are, in addition to the Pledged Gross Receipts Tax Revenues, secured by a subordinate lien on certain Environmental Services Gross Receipts Tax Revenues, and a first (but not an exclusive first) lien on Wastewater System Revenues, which are not included in the Pledged Revenues securing the Bonds.

PAYABLE SOLELY FROM PLEDGED REVENUES AND WILL NOT BE PAYABLE FROM ANY FUNDS OF THE CITY EXCEPT THE DESIGNATED SPECIAL FUNDS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL, CHARTER OR STATUTORY PROVISION OR LIMITATION, NOR WILL THEY BE CONSIDERED OR HELD TO BE GENERAL OBLIGATIONS OF THE CITY. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION OR PUBLIC AGENCY THEREOF, OTHER THAN THE CITY TO THE EXTENT OF THE PLEDGED REVENUES, ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS. NO OWNER HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE CITY OR THE FORFEITURE OF ANY OF ITS PROPERTY IN CONNECTION WITH ANY DEFAULT UNDER THE BOND ORDINANCE.

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.

SPECIAL FACTORS RELATING TO THE BONDS

Each prospective investor of the Bonds is encouraged to read this Official Statement and to give particular attention to the factors described below which, among other conditions, could affect the payment of debt service on the Bonds and could affect the market price and marketability of the Bonds to an extent that cannot be determined at this time.

Limited Obligations

The Bonds are special limited obligations of the City payable as to principal and interest solely from Pledged Revenues. Therefore, the security for the punctual payment of the principal of and interest on the Bonds is dependent on the City's receipt of the Pledged Revenues in an amount sufficient to meet the debt service requirements of the Bonds, the Parity Superior Lien Gross Receipts Tax Obligations and the Subordinate Lien Gross Receipts Tax Obligations. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS", "INFORMATION CONCERNING GROSS RECEIPTS TAXES AND REVENUES" herein. The Bonds and the interest thereon do not constitute a debt or indebtedness of the City within the meaning of any provision or limitation of the Constitution or laws of the State and do not give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. Further, the Bonds are not obligations of the State, and the owners of the Bonds may not look to the State for payment of the principal of or interest on the Bonds.

NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION OR PUBLIC AGENCY THEREOF, OTHER THAN THE CITY TO THE EXTENT OF THE PLEDGED REVENUES, ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS.

Superior Gross Receipts Tax Obligation

The lien on the Pledged Gross Receipts Tax Revenues securing the Bonds will be subordinate to the lien on the Pledged Gross Receipts Tax Revenues securing the Superior Lien Gross Receipts Tax Obligations. See "SECURITY AND SOURCES OF PAYMENTS FOR THE BONDS" herein.

Additional Superior Lien Gross Receipts Tax Obligations Payable from Pledged Gross Receipts Tax Revenues

The Bond Ordinance permits the issuance of additional Parity Superior Lien Gross Receipts Tax Obligations and additional Parity Subordinate Lien Gross Receipts Tax Obligations if certain conditions specified in the Bond Ordinance are satisfied. See "SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE—Additional Superior Lien Gross Receipts Tax Obligations and Parity Subordinate Lien Gross Receipts Tax Obligations" herein.

Gross Receipts Tax Collections are Subject to Fluctuation; Effect of Tourism

Gross receipts tax collections are subject to the fluctuations in spending related, in part, to national and local economic conditions, which determine the amount of gross receipts taxes collected. This causes gross receipts tax revenues to increase along with the increasing prices brought about by inflation, but also causes collections to be vulnerable to adverse economic conditions and reduced spending. The City's economic base and the future collections of Pledged Gross Receipts Tax Revenues are impacted by tourism and summer and winter resort activities. The City's associated retail sales are affected by both weather and general economic circumstances. See SPECIAL FACTORS RELATING TO THE BONDS -- Public Health Pandemics or Outbreak Risks herein.

The Pledged Gross Receipts Tax Revenues are based on the total gross receipts of persons transacting business within the City that is subject to payment of the gross receipts taxes that produce Pledged Gross Receipts Tax Revenues. Various circumstances and developments, most of which are beyond the control of the City, may have an adverse effect on the future level of Pledged Gross Receipts Tax Revenues. Such circumstances may include, among others, adverse changes in national and local economic and financial conditions generally, reductions in the rates of employment and economic growth in the City, the State and the region, a decrease in rates of population growth and rates of residential and commercial development in the City, the County, the State, and the region and various other factors.

For the fiscal year ended June 30, 2020, total taxable gross receipts reported by standard industrial classification were $3,692,443,207, compared with $3,973,758,233 in the previous fiscal year (both figures unaudited). See "INFORMATION CONCERNING GROSS RECEIPTS TAXES AND REVENUES – Total Taxable Gross Receipts Reported by Standard Industrial Classification" and "INFORMATION CONCERNING GROSS RECEIPTS TAXES AND REVENUES – Total Gross Receipts Reported by Standard Industrial Classification."

For the fiscal year ended June 30, 2020, State Shared Gross Receipts Tax Revenues totaled $43,857,758, representing an increase of 3.51% from the previous fiscal year. Since 2010, State- Shared Gross Receipts Tax Revenues have increased each year until 2014, in which such revenues decreased by 3.3%. After the fiscal year ended June 30, 2014, State-Shared Gross Receipts Tax Revenues have increased in each year through 2020. See "INFORMATION CONCERNING GROSS RECEIPTS TAXES AND REVENUES" herein. For the fiscal year ended June 30, 2020, total One-Half Percent Municipal Gross Receipts Tax Revenues were $19,192,912, representing an increase of 17.31% from the previous fiscal year. In the last ten years, the One-Half Percent Municipal Gross Receipts Tax Revenues decreased in fiscal year 2010 before increasing in each year until fiscal year 2019. For fiscal year ended June 30, 2019, total Pledged Infrastructure Gross Receipts Tax Revenues were $2,231,223, representing a decrease of 0.034% from the previous fiscal year. In the last ten years, the Pledged Infrastructure Gross Receipts Tax Revenues decreased in fiscal year 2010, and then increased in fiscal year 2011 and every year following, until fiscal year 2019, in which such revenues decreased by 0.03%, and then increased in fiscal year 2020 by 3.38%.[(1)]

[(1)] Figures are unaudited.

Source: EMMA Continuing Disclosure, March 2021

Additional revenues related to each specifically named gross receipts tax revenue category are included in the percentages described above. The City cannot predict with certainty the future growth or decline of gross receipts tax revenues. A decline of gross receipts tax revenues may adversely affect the financial well-being of the City and the City's ability to make payments on the Bonds.

Public Health Pandemics or Outbreak Risks

An international, national or localized public health pandemic or outbreak could adversely impact the City's operations and finances and the Pledged Revenues. The World Health Organization has declared a pandemic following the outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus.

On March 11, 2020, New Mexico Governor Michelle Lujan Grisham issued Executive Order 2020-004, declaring a state of public health emergency and directing State agencies to use all resources necessary to prepare for and respond to the outbreak, which declaration was renewed on January 8, 2021. Governor Lujan Grisham, New Mexico Department of Health ("NMDOH") Secretary Kathyleen Kunkel and NMDOH Secretary-Designate Tracie C. Collins, M.D. have issued additional orders that, among other things, order the temporary closure of all public schools and certain businesses and non-profit entities, advise the public to stay home except for necessary outings, and direct that hotels, motels, RV parks, and other places of lodging shall not operate at more than 25% of maximum occupancy, and prohibit mass gatherings.

On June 2, 2021, the Secretary of NMDOH renewed the December 30, 2020 Public Health Order Clarifying that Current Guidance Documents, Advisories and Emergency Public Orders Remain in Effect; and Amending Prior Public Health Emergency Orders to Impose County-by-County Restrictions due to COVID-19. The December 30, 2020 Order provides for a "Red to Green" framework for three levels of operations that are based on a county's ability to satisfy the following specified metrics: Green Level Counties must have (1) a new COVID-19 incidence rate of no greater than 8 cases per 100,000 inhabitants during the most recent two-week period, and (2) an average percentage of positive COVID-19 test results over the most recent 14-day period less than or equal to 5%. Yellow Level Counties must meet one of the foregoing metrics. Red Level Counties do not meet either metric.

Green Level Counties may permit mass gatherings of more than 20 individuals in "essential businesses other than retail spaces" (but only to the extent necessary to carry out essential function) and may permit retail establishments, houses of worship, and food and drink establishments which complete the NM Safe Certified training program to operate at up to 50% maximum occupancy, and up to 75% capacity outdoors, if tables are at least 6 feet apart and a maximum of 6 patrons are seated at each table. Places of lodging which have completed the NM Safe Certified training program may operate at 75% of maximum occupancy; all other places of lodging may operate at 40%. "Close contact recreational facilities" may not operate.

Yellow Level Counties may permit mass gatherings of more than 10 individuals in essential businesses other than retail, but only to the extent necessary to carry out essential functions; essential businesses identified as retail and houses of worship may operate at up to 33% of maximum occupancy; outdoor recreational facilities and food and drink establishments that have completed the NM Safe Certified training program may operate at up to 25% capacity indoors, and up to 75% capacity outdoors, if tables are at least 6 feet apart and a maximum of 6 patrons are seated at each table. Places of lodging that have completed the NM Safe Certified training program may operate at 60% capacity, while all other places of lodging may operate at no more than 25% capacity. Close contact recreational facilities may not operate.

Red Level Counties may permit mass gatherings of more than 5 individuals in essential businesses other than those defined as retail space, but only to the extent absolutely necessary to carry out essential

functions; essential businesses identified as retail space, houses of worship and outdoor recreational facilities may operate at up to 25% of maximum occupancy; food and drink establishments may not offer dine-in service, but may provide service in outdoor seating areas at up to 25% occupancy, if tables are at least 6 feet apart and a maximum of 6 patrons are seated at each table.

The December 30, 2020 Public Health Order provides that, regardless of a county's level, all individuals shall wear a mask in public settings except where eating or drinking, unless a healthcare professional has directed otherwise; retail spaces shall limit the sale of medications, durable medical equipment, baby formula, diapers, sanitary care products and hygiene products to three items per individual. The order specifies additional requirements for immediate closure of businesses within its scope upon the occurrence of positive tests of individuals present in such locations for a 14 day period.

The foregoing is a summary of the December 30, 2020 Public Health Order and is not intended to be a comprehensive explanation of all requirements applicable to Green, Yellow and Red Level Counties. There can be no assurance that additional restrictions applicable to lodging occupancy, travel, mass gatherings, or other matters won't be imposed.

The New Mexico Department of Health provides information relating to COVID-19 and related developments in the State of New Mexico on its website, https://cv.nmhealth.org/. The information presented on the NMDOH website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds. References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

The current spread of COVID-19 is altering the behavior of businesses and people in a manner that may have negative effects on economic activity, and therefore adversely affect the financial condition of the City, either directly or indirectly. The City cannot predict (i) the duration or extent of the COVID-19 outbreak/pandemic; (ii) the duration or expansion of public health orders, regulations or legislation, mandated or voluntary business closings, travel restrictions or warnings; (iii) the extent or duration of the negative effects that any COVID-19 or other outbreak/pandemic-related orders, regulations, legislation, restrictions or warnings will have on the local or global economy; (iv) the duration of lodging occupancy and travel restrictions or (v) the extent of the adverse financial impact that such circumstances or economic effects will have on gross receipts tax collections or the City's financial condition. In addition, financial markets in the United States and globally have experienced significant volatility or declines in connection with the COVID-19 which may have a material impact on the market price of the Bonds.

Legislative Changes

Revisions to laws of the State affecting taxed activities and distributions of gross receipts tax revenues could be adopted in the future by the State Legislature. Proposals affecting taxed activities and distributions are frequently considered by the State Legislature. There is no assurance that any future revisions to State laws will not adversely affect activities now subject to the gross receipts tax or distribution of gross receipts tax revenues to the City. Notwithstanding the foregoing, the provisions of State law authorizing the issuance of revenue bonds (including gross receipts tax bonds such as the Bonds) include a provision stating that any law which authorizes the pledge of revenues to the payment of revenue bonds, or which affects the pledged revenue "shall not be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair adversely any such outstanding revenue bonds."

In the 2004 Legislative Session, a bill was adopted by the Legislature and signed into law that relieved from gross receipts taxes (i) food or food products for home consumption sold at an establishment that sells food for home preparation and consumption and (ii) receipts from payments by a managed health

care provider or health care insurer for commercial contract services or Medicare Part C services provided by a health care provider. See Sections 7-9-92 and 7-9-93 NMSA 1978. The law also provides, pursuant to Section 7-1-6.46 NMSA 1978, for distribution from the State general fund to municipalities to offset any reduced gross receipts tax distributions resulting from the food and health care services tax relief effected by Sections 7-9-92 and 7-9-93. A portion of such offset distributions are included in the Pledged Revenues. However, as discussed below, these distributions began to be reduced by a legislatively set percentage each year starting in 2016 and will be phased out entirely by 2030.

In the 2012 Legislative session, the State Legislature amended the State Gross Receipts and Compensating Tax Act as related to certain manufacturing and construction gross receipts. Specifically, the amendment expanded the gross receipts tax deductions for sales of tangible property to manufacturers to include property consumed in the process of manufacturing, excluding tools and equipment. Additionally, the definition of "construction services" was expanded thereby increasing the scope of the deduction for sale of construction services to persons engaged in the construction business. Both of these amendments are phased in over the next several fiscal years.

In the 2013 New Mexico Legislative session, House Bill 641, passed by both chambers and signed by the Governor, included several changes to New Mexico's tax code. The bill lowers the New Mexico's top corporate income tax over five years and permits single sales factor apportioning for certain manufacturing corporations phased in over five years, amends the gross receipts tax deduction for tangible property consumed in the manufacturing process, and amends the high-wage jobs tax credit to extend the credit and add qualifications criteria for the credit. The bill also requires combined reporting for certain corporations and phases out the hold-harmless distribution to municipalities and counties that offset the food and medical deductions over 15 years starting in Fiscal Year 2016.

Other amendments to State laws affecting taxed activities and distribution of gross receipts tax revenues have been proposed from time to time and could be proposed in the future by the Legislature. There is no assurance that any future amendments will not adversely affect activities now subject to the gross receipts tax or distribution of gross receipts tax revenues to the City.

The law as currently enacted will result in annual reductions and ultimately the elimination of the hold harmless distributions to the City, which began on July 1, 2015, as follows:

Fiscal year ending June 30	% of Total Hold Harmless Distribution*
2016	94%
2017	88%
2018	82%
2019	76%
2020	70%
2021	63%
2022	56%
2023	49%
2024	42%
2025	35%
2026	28%
2027	21%
2028	14%
2029	7%
2030	-0-

* Based on percentage of total deductions from gross receipts claimed for sale of food at retail food stores and services provided by health care practitioners.

In order to offset the reduced hold harmless distributions, the law allows municipalities and counties to impose a local option gross receipts tax of up to three-eighths of one percent (3/8%) (the "Hold Harmless Gross Receipts Tax"). The City has not imposed any increment of the Hold Harmless Gross Receipts Tax and the imposition of any increment of such tax would not be pledged toward repayment of the Bonds without additional action by the City Council. It is possible that the New Mexico Legislature will further amend the law to provide for additional decreases in hold harmless distributions in the event that a municipality or county imposes any increment of the Hold Harmless Gross Receipts Tax.

Bankruptcy and Foreclosure

The ability of the State to collect gross receipts taxes owed from an owner or operator of a business may be adversely affected by the filing of a bankruptcy proceeding by the owner. The ability to collect delinquent gross receipts taxes using foreclosure and sale for non-payment of taxes may be forestalled or delayed by bankruptcy, reorganization, insolvency or other similar proceedings affecting the owner or operator of a business. The Federal bankruptcy laws provide for an automatic stay of foreclosure and sale proceedings, thereby delaying such proceedings, perhaps for an extended period. Delays in the exercise of remedies could result in gross receipts tax collections that may be insufficient to pay debt service on the Bonds when due.

Secondary Market

No guarantee can be made that a secondary market for the Bonds will be established and maintained. Owners of Bonds should be prepared to hold their bonds to maturity.

Bond Ratings

There is no assurance that the ratings assigned to the Bonds will not be lowered or withdrawn at any time, the effect of which could adversely affect the market price or the marketability of the Bonds. See the information herein under the caption "RATINGS."

THE REFUNDING PROJECT

The Bonds are being issued to provide funds for the Refunding Project. The Refunding Project will pay the costs of refunding, discharging and paying the principal of, and accrued interest on, the Series

2010B Bonds and the Series 2012A Bonds maturing on and after June 1, 2021, and paying the costs of issuance of the Bonds allocable to the Refunding Project.

SOURCES AND USES OF FUNDS

The proceeds from the sale of the Bonds will be applied as follows:

Sources of Funds	
Par Amount of Bonds	
Original Issue Premium	
Total	$
Uses of Funds	
Costs of Issuance[(1)]	
Underwriters' Discount[(2)]	
Refunding Account	
Total	

(1) Includes financial advisor fees, legal fees, fees of the paying agent/registrar and other miscellaneous costs and expenses related to the issuance of the Bonds.
(2) See "UNDERWRITING" herein.
Source: Hilltop Securities Inc.

DESCRIPTION OF THE BONDS

General

The Bonds are being issued in the aggregate principal amount of $_____* to provide funds for the Refunding Project . See "THE REFUNDING PROJECT" herein.

The Bonds will be dated their date of issuance and initial delivery to the Underwriters as set forth on the cover page hereto. The Bonds will bear interest at the rates, and will mature in the amounts and on the dates set forth on the inside front cover page of this Official Statement. Interest on the Bonds will be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2021 until maturity or prior redemption. The Bonds will bear interest from their date of issuance and delivery. Interest on the Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof; provided that no Bonds may be in a denomination which exceeds the principal coming due on any maturity date, and no individual Bond will be issued for more than one maturity.

The principal of any Bond will be payable to the registered owner thereof as shown on the registration books with respect to the Bonds kept by BOKF, NA, registrar (the "Registrar"), upon maturity thereof and upon presentation and surrender to BOKF, NA, paying agent (the "Paying Agent"). If any Bond is not paid upon such presentation and surrender at or after maturity, it will continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on any Bond will be made by check or draft mailed by the Paying Agent, 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 fifteenth day of the calendar month (whether or not a business day) preceding each regularly scheduled interest payment date on the Bonds (the "Regular Record Date") at the address as it last appears on the registration books with respect to the Bonds on the Regular Record Date (or by such other arrangements as may be mutually agreed to by the Paying Agent and any registered owner on such Regular Record Date) notwithstanding any transfer or exchange thereof subsequent to such Regular

* Preliminary, subject to change.

Record Date and prior to such interest payment date. Any interest not so timely paid or duly provided for will cease to be payable as described above and will be payable to the person in whose name any Bond is registered at the close of business on a special record date to be fixed by the Registrar (the "Special Record Date") whenever moneys become available for payment of any such defaulted interest. Notice of the Special Record Date will be given not less than 10 days prior thereto, by first-class mail, to the registered owners of the Bonds. See "DESCRIPTION OF THE BONDS—Book-Entry Only System" herein.

All payments of principal and interest on the Bonds will be made in lawful money of the United States of America. The City and the Registrar may treat the registered owner of a Bond as the absolute owner thereof for all purposes except as otherwise provided in the Bond Ordinance with respect to the Regular Record Date and the Special Record Date for the payment of interest. Payment of or on account of either principal or redemption price or interest on any Bond will be made only to or upon the written order of the registered owner thereof or his legal representative. All such payments will be valid and effectual to discharge the liability upon the Bond to the extent of the sum or sums so paid.

Optional Redemption of Bonds

A. Optional Redemption. The Bonds maturing on and after June 1 ____, are subject to redemption prior to their stated maturities at the City's option in one or more units of principal of $5,000 on at par on and after June 1, _____ in whole or in part at any time, in such order of maturities as the City may determine (and by lot if less than all of the Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner considered appropriate and fair) at a redemption price equal to the principal amount of the Bonds or portions thereof to be redeemed plus accrued interest, if any, to the date fixed for redemption.

B. Notice by City. At least 45 days prior to any date selected by the City for optional redemption of any of the Bonds, the City shall give written instructions to the Registrar with respect to the optional redemption. The Registrar shall not be required to give notice of any optional redemption unless the Registrar has received written instructions from the City in regard thereto at least 45 days prior to such redemption date (unless such deadline is waived by the Registrar). Additionally, notice of optional redemption shall be given by the City by sending a copy of such notice by first-class, postage prepaid mail, not less than thirty days prior to the optional redemption date to the Paying Agent, if the Registrar is not the Paying Agent.

C. Notice by Registrar. Additionally, notice of redemption shall be given by the Registrar by sending a copy of such notice in the manner required by the Depository or by first-class, postage prepaid mail, not more than 60 days and not less than 30 days prior to the redemption date to each registered owner of each Bond selected for redemption as shown on the registration books kept by the Registrar as of the date of mailing of notice. Failure to give such notice by mailing to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any of the Bonds.

D. Other Redemption Details. The notice required by paragraph C of this Section shall specify the number or numbers of the Bond or Bonds or portions thereof to be so redeemed (if less than all are to be redeemed); and all notices required by this Section shall specify the date fixed for redemption, and shall further state that on such redemption date there will become and be due and payable upon each $5,000 unit of principal so to be redeemed at the Paying Agent the principal thereof, accrued interest, if any, to the redemption date, and the applicable prior redemption premium thereon (if any), and that from and after such date interest will cease to accrue. Accrued interest to the redemption date will be paid by check or draft mailed to the registered owner (or by alterative means if so agreed to by the Paying Agent and the registered owner). Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated; and upon presentation thereof at the Paying Agent, the City will pay the Bond or Bonds so called for redemption and the applicable prior redemption premium (if any). In the event that only a portion of the principal amount

of a Bond is so redeemed, a new Bond representing the unredeemed principal shall be duly completed, authenticated and delivered by the Registrar to the registered owner pursuant to Section 9 of the Bond Ordinance and without charge to the registered owner thereof. The Registrar and Paying Agent shall comply with any other terms regarding redemption and notice of redemption as required by any applicable agreement with a Depository.

E. Conditional Redemption. If money or Government Obligations sufficient to pay the redemption price of the Bonds to be called for redemption are not on deposit with the Paying Agent prior to the giving of notice of redemption pursuant this Section, such notice shall state such Bonds will be redeemed in whole or in part on the redemption date in a principal amount equal to that part of the redemption price received by the Paying Agent on the applicable redemption date. If the full amount of the redemption price is not received as set forth in the preceding sentence, the notice shall be effective only for those Bonds for which the redemption price is on deposit with the Paying Agent. If all Bonds called for redemption cannot be redeemed, the Bonds to be redeemed shall be selected in a manner deemed reasonable and fair by the City and the Registrar shall give notice, in the manner in which the original notice of redemption was given, that such money was not received in accordance with the requirements of the Bond Ordinance. In that event, the Registrar shall promptly return to the Owners thereof the Bonds or certificates which it has received evidencing the part thereof which have not been redeemed.

Registration, Transfer and Exchange of Bonds

Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bonds at the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations. The Registrar shall authenticate and deliver 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 provided in the Bond Ordinance shall be without charge to the owner or any transferee, but the Registrar 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.

If any Bond is lost, stolen, destroyed or mutilated, the Registrar will, upon receipt of such evidence, information or indemnity relating thereto as it may reasonably require, authenticate and deliver a replacement bond or bonds of like aggregate principal amount and of the same subseries and maturity, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond has matured, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

Book-Entry Only System

Introduction

Unless otherwise noted, the information contained under the caption "General" below has been provided by DTC. The City, the Financial Advisor, the Underwriters or their agents and counsel, make no representations as to the accuracy or the completeness of such information. The Beneficial Owners of the Bonds should confirm the following information with DTC, the Direct Participants or the Indirect Participants.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY

BENEFICIAL OWNER WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (B) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE BONDS UNDER THE BOND ORDINANCE; (C) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS; (D) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR INTEREST DUE TO THE OWNER OF THE BONDS; (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNERS OF THE BONDS; OR (F) ANY OTHER MATTER REGARDING DTC.

General

The Bonds will be issued in book-entry form. DTC 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 that maturity and will be deposited with DTC.

DTC, the world's largest 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 a Standard & Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each bond (the "Beneficial Owner") in turn is 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 interest 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.

Redemption notices shall 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 such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by Direct Participants in accordance with DTC's procedures. Under its usual procedures, DTC will mail 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).

Principal of and sinking fund and interest payments on the Bonds will be made to Cede & Co., or such other name as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts on each payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the date payable. 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 or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City, disbursement of such payments to Direct Participants shall be the responsibility of DTC or the Paying Agent, and disbursement of such payments to the Beneficial Owners shall be responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the City may decide to discontinue use of the system of book entry transfers through DTC (or a successor securities depository). In such an event, bonds will be printed and delivered as described in the Bond Ordinance.

The City cannot and does not give any assurances that DTC will distribute to Participants, or that Participants or others will distribute to the Beneficial Owners, payments of principal of and interest and premium, if any, on the Bonds paid or any redemption or other notices or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. The City is not responsible or liable for the failure of DTC or any Direct Participant or Indirect Participant to make any payments or give any notice to a Beneficial Owner with respect to the Bonds or any error or delay relating thereto.

The foregoing description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal of and interest and other payments with respect to the Bonds to Direct Participants, Indirect Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in such bonds and other related transactions by and between DTC, the Direct Participants, the Indirect Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and none of the Direct

Participants, the Indirect Participants or the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the Participants, as the case may be.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDERS SHALL MEAN CEDE & CO., AS AFORESAID, AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Limited Obligations

The Bonds are special limited obligations of the City and are payable as to principal and interest exclusively from the Pledged Revenues. Pledged Revenues consist of (i) the revenues distributed to the City monthly by the Department pursuant to Sections 7-1-6 and 7-1-6.4 NMSA 1978, at the rate authorized (currently 1.225% of the gross receipts of persons doing business within the City) from the proceeds of a state-wide gross receipts tax imposed pursuant to Chapter 7, Article 9, NMSA 1978 (the "State-Shared Gross Receipts Tax Revenues"); (ii) the revenues received by the City pursuant to the Sections 7-19D-9 through 7-19D-12 NMSA 1978 and Ordinance No. 1981-45 of the City, which impose a 0.50% tax on the gross receipts of persons doing business within the City (the "One-Half Percent Municipal Gross Receipts Tax Revenues"); (iii) the revenues received by the City pursuant to Section 7-19D-11 NMSA 1978 and Ordinance No. 1993-21 of the City which impose a 0.0625% tax on the gross receipts of persons doing business within the City (the "Infrastructure Gross Receipts Tax Revenues"); (iv) the portion of the gross receipts tax distribution to the City made pursuant to Section 7-1-6.46 NMSA 1978, which represents the amount of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues, and Pledged Infrastructure Gross Receipts Tax Revenues that would have been remitted to the City but for the deductions provided by Sections 7-9-92 and 7-9-93 NMSA 1978, and any similar distributions made to the City in lieu of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues and Infrastructure Gross Receipts Tax Revenues pursuant to law; and (v) any other gross receipts tax revenues received by the City, whether from distribution by the State or pursuant to gross receipts taxes imposed by the City and hereafter pledged to the payment of the Bonds by an affirmative act of the City Council of the City. See "SPECIAL FACTORS RELATING TO THE BONDS—Legislative Changes".

Additionally, certain amounts held under the Bond Ordinance are pledged to secure the payment of the principal and interest on the Bonds in accordance with the terms of the Bond Ordinance permitting the application thereof for the purposes and on the terms and conditions set forth therein.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL, CHARTER OR STATUTORY PROVISION OR LIMITATION, NOR WILL THEY BE CONSIDERED OR HELD TO BE GENERAL OBLIGATIONS OF THE CITY. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION OR PUBLIC AGENCY THEREOF, OTHER THAN THE CITY TO THE EXTENT OF THE PLEDGED REVENUES, ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS. NO OWNER HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE CITY OR THE FORFEITURE OF ANY OF ITS PROPERTY IN CONNECTION WITH ANY DEFAULT UNDER THE BOND ORDINANCE.

The Pledged Gross Receipts Tax Revenues will be disbursed, allocated and applied solely for the uses and purposes described below under "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Pledged Gross Receipts Tax Revenues – *Parity Superior Lien Gross Receipts Tax Obligations* and – *Subordinate Lien Gross Receipts Tax Obligations*" and "SUMMARY OF CERTAIN PROVISIONS

OF THE BOND ORDINANCE—Administration of Pledged Revenue Funds." Amounts on deposit in each of the funds and accounts established pursuant to the Bond Ordinance will be invested in Permitted Investments. Investment income on amounts in any fund or account will be credited to such fund or account, and any loss will be charged to such fund or account.

Pledged Gross Receipts Tax Revenues

Superior Lien Gross Receipts Tax Obligations

All Pledged Gross Receipts Tax Revenues are irrevocably pledged by the City with a subordinate (but not an exclusive subordinate) lien thereon to secure the punctual payment of the principal of, redemption premium, if any, and interest on the Bonds and any other outstanding Parity Subordinate Lien Gross Receipts Tax Obligations, subject to the prior and superior lien of Superior Lien Gross Receipts Obligations now outstanding and which may be issued in the future. Such pledge of the Pledged Gross Receipts Tax Revenues and the pledge of the amounts in funds created under the Bond Ordinance will be valid and binding from and after the delivery of the Bonds without any physical delivery thereof or further act.

Subordinate Lien Gross Receipts Tax Obligations

After the Pledged Gross Receipts Tax Revenues are applied to Superior Lien Gross Receipts Tax Obligations now outstanding or which may be issued in the future, remaining Pledged Gross Receipts Tax Revenues will be applied to the payment of the principal of, interest and redemption premium, if any, on outstanding Subordinate Lien Gross Receipts Tax Obligations, without priority or distinction of one over the other. After making the foregoing allocations, remaining Pledged Gross Receipts Tax Revenues will be available to the City for all lawful City purposes. The pledge of the Pledged Gross Receipts Tax Revenues to the Bonds will be irrevocable until all Bonds are no longer outstanding. Additionally, certain amounts held under the Bond Ordinance are pledged to secure the payment of the principal and interest on the Bonds in accordance with their terms, subject only to the provisions of the Bond Ordinance permitting the application thereof for the purposes and on the terms and conditions set forth therein.

INFORMATION CONCERNING GROSS RECEIPTS TAXES AND REVENUES

As security for its obligations to pay the principal of and interest on the Bonds, the City has pledged revenues from the State Gross Receipts Tax (to the extent that the City is allocated a share of such revenues, as described below), the One-Half Percent Municipal Gross Receipts Tax described below, and the Pledged Infrastructure Gross Receipts Tax described below.

State Gross Receipts Tax

Imposition of Tax. The Gross Receipts and Compensating Tax Act (Sections 7-9-1 through 7-9-114 NMSA 1978) authorizes the State of New Mexico to impose a gross receipts tax (the "State Gross Receipts Tax") which is levied by the State of New Mexico for the privilege of doing business in the State of New Mexico and is collected by the New Mexico Taxation and Revenue Department (the "Department"). The State of New Mexico presently levies a gross receipts tax of five and one eighth percent (5.125%) of taxable gross receipts. Of the 5.125 cents collected per dollar of taxable gross receipts reported for a particular municipality, 1.225 cents is distributed to the municipality by the State of New Mexico monthly, based on the prior month's filings (the "State-Shared Gross Receipts Tax Revenues"). See "Manner of Collection and Distribution of State Gross Receipts Tax" under this caption and "SPECIAL FACTORS RELATING TO THE BONDS – Legislative Changes."

Taxed Activities. For the privilege of engaging in business in the State of New Mexico, the State Gross Receipts Tax is imposed upon any person engaging in business in the State. "Gross Receipts" is defined in the Gross Receipts and Compensating Tax Act as the total amount of money or value or other

consideration received from selling property in the State of New Mexico (including tangible personal property handled on consignment in the State), from leasing property employed in the State of New Mexico, from performing services in the State of New Mexico and from selling services outside New Mexico, the product of which is initially used in New Mexico. The definition excludes cash discounts allowed and taken, the State Gross Receipts Tax payable on transactions for the reporting period and any county sales tax, county fire protection excise tax, county and municipal gross receipts taxes, any type of time-price differential and certain gross receipts or sales taxes imposed by an Indian tribe or pueblo. Unlike most other states, the State taxes sales of services, including legal services and certain medical services.

Exemptions and Deductions. Some activities and industries are exempt from the State Gross Receipts Tax many by virtue of their taxation under other laws. Exemptions include but are not limited to receipts of governmental agencies and certain organizations (some of which are taxable by the State, with no local distribution), receipts from the sale of vehicles, occasional sales of property or services, wages, certain agricultural products, dividends, receipts from the sale of prescription drugs and certain federal government paid medical expenses and interest and receipts from the sale of or leasing of natural gas, oil or mineral interests. Various deductions are also allowed, including, but not limited to, receipts from the sale or lease of real property, receipts from various types of sales or leases of tangible personal property or services, receipts from sales to governmental agencies or certain organizations, receipts from processing certain agricultural products, receipts from certain publication sales, certain receipts from interstate commerce transactions and receipts from the sale of certain food and certain medical services. See "Imposition of State Gross Receipts Tax" under this caption. In spite of the numerous specified exemptions and deductions from gross receipts taxation, the general presumption is that all receipts of a person engaging in business in the State and the City are subject to the State Gross Receipts Tax.

Legislative Changes. Revisions to laws of the State affecting taxed activities and distributions of gross receipts tax revenues could be adopted in the future by the State Legislature. Proposals affecting taxed activities and distributions are frequently considered by the State Legislature. There is no assurance that any future revisions to State laws will not adversely affect activities now subject to the gross receipts tax or distribution of gross receipts tax revenues to the City. See "SPECIAL FACTORS RELATING TO THE BONDS – Legislative Changes" herein.

Manner of Collection and Distribution of State Gross Receipts Tax. Businesses must make their payments of State Gross Receipts Taxes on or before the twenty-fifth of each month for taxable events in the prior month. Collection of the State Gross Receipts Tax is administered by the Revenue Division of the Department (the "Revenue Division"), pursuant to Section 7-1-6 NMSA 1978. Collections are first deposited into a suspense fund for the purpose of making disbursements for refunds, among other items. On the last day of each month, the balance of the suspense fund is transferred to the State general fund, less the following disbursements to the municipalities in the State. The Revenue Division remits monthly to municipalities, including the City, an amount equal to the product of the quotient of 1.225% divided by the tax rate times the net receipts (total amount paid by taxpayers less any refunds disbursed), less applicable deductions and disbursements, attributable to the gross receipts of businesses located in the municipality and other designated areas.

Remedies for Delinquent Taxes. The Revenue Division may assess State Gross Receipts Taxes to a taxpayer who has not paid the taxes due to the State. If any taxpayer to whom State Gross Receipts Taxes have been assessed or upon whom demand for payment has been made does not make payment thereof (or protest the assessment or demand for payment) within thirty (30) days after the date of assessment or demand for payment, the taxpayer becomes a delinquent taxpayer. Such taxpayer remains delinquent until payment of all the taxes due, including interest and penalties, or until security is furnished for the payment thereof. The Revenue Division may, under certain circumstances, enter into an agreement with a delinquent taxpayer to permit monthly installment payments for a period of not more than sixty (60) months. Interest is due on any delinquent taxes from the first day following the day on which it is due at a variable rate based on the applicable federal rate under the Internal Revenue Code Section 6621, as determined from time to

time, computed on a daily basis until paid, without regard to any installment agreement. However, if the State Gross Receipts Tax is paid within ten (10) days after demand is made, no interest shall be imposed for the period after the date of demand.

The Revenue Division may levy upon all property or rights to property of a delinquent taxpayer and sell the same in order to collect the delinquent tax. The amount of delinquent State Gross Receipts Taxes is also a lien in favor of the State upon all property and rights to property of the delinquent taxpayer, which lien may be foreclosed as provided by State statutes.

State Gross Receipts Tax Report. Set forth below is a 10-year history of the State-Shared Gross Receipts Tax Revenues received by the City:

Fiscal Year Ended 6/30	State Gross Receipts Tax Rate	Percentage Distributed to City	State-Shared Gross Receipts Tax Revenues[1]	Percent Increase (Decrease)
2011	5.125%	1.225%	35,925,147	1.50%
2012	5.125%	1.225%	37,065,822	3.18%
2013	5.125%	1.225%	37,634,396	1.53%
2014	5.125%	1.225%	36,390,693	(3.31%)
2015	5.125%	1.225%	37,283,925	2.45%
2016	5.125%	1.225%	38,643,525	3.65%
2017	5.125%	1.225%	39,418,967	2.01%
2018	5.125%	1.225%	42,286,241	7.27%
2019	5.125%	1.225%	42,369,327	0.30%
2020	5.125%	1.225%	43,857,758	3.51%

Source: State of New Mexico Department of Finance and Administration, Local Government Division; City of Santa Fe Finance Department.

[1] Includes all State-Shared Gross Receipts Tax Revenues and related additional revenues received by the City.

Municipal Gross Receipts Tax

Authority for Imposition of the Municipal Gross Receipts Tax. The Municipal Local Option Gross Receipts Tax Act, Sections 7-19D-1 through 7-19D-9, NMSA 1978, authorizes municipalities to impose by ordinance an excise tax ("Municipal Gross Receipts Tax") not to exceed 1.25% of the gross receipts of any person engaging in business in the municipality. An election of the registered electors of a municipality is not required unless the municipality chooses to submit the ordinance to its registered electors or a petition is filed requesting such an election. The ordinance imposing or amending any Municipal Gross Receipts Tax becomes effective either July 1 or January 1, whichever date occurs first after the expiration of three months from the date the ordinance is enacted or the date the results of the election are certified. No referendum election was held for the City's Municipal Gross Receipts Taxes described below.

Pursuant to the Municipal Local Option Gross Receipts Taxes Act and the One-Half Percent Municipal Gross Receipts Tax Ordinance, the City has imposed a municipal gross receipts tax on persons engaging in business in the City in the amount of one-half of one percent (0.50%) and receives monthly One-Half Percent Municipal Gross Receipts Tax Revenues from the New Mexico Department of Taxation and Revenue equal to one-half of one percent (0.50%) of the gross receipts of persons engaging in business within the City, as determined and adjusted under the Municipal Local Option Gross Receipts Taxes Act. The One-Half Percent Municipal Gross Receipts Tax was imposed by City Ordinance No. 1981-45 (the "One-Half Percent Gross Receipts Tax Ordinance") and is dedicated for capital improvements to City facilities and street and road construction and reconstruction as authorized by the Municipal Local Option Gross Receipts Taxes Act. Other increments of Municipal Gross Receipts Tax are imposed by the City

which are not pledged for payment of Subordinate Lien Gross Receipts Tax Obligations or Superior Lien Gross Receipts Tax Obligations.

Infrastructure Gross Receipts Tax

Authority for Imposition of the Infrastructure Gross Receipts Tax. Section 7-19D-11 NMSA 1978 authorizes municipalities to impose by ordinance an excise tax ("Infrastructure Gross Receipts Tax") not to exceed one quarter of one percent (0.25%), in increments of one sixteenth of one percent (0.0625%), of the gross receipts of any person engaging in business in the municipality. The first one-eighth of one percent of the tax is not subject to referendum unless any portion was imposed after July 1, 1998 for economic development. Any Infrastructure Gross Receipts Tax imposed after July 1, 1998 for the purpose of certain economic development plans and projects must be submitted to a vote of the taxpayers in a referendum election. The ordinance imposing or amending the Infrastructure Gross Receipts Tax becomes effective either July 1 or January 1, whichever date occurs first after the expiration of three months from the date the ordinance is mailed or delivered to the Department.

Pursuant to Section 7-19D-11 NMSA 1978 and City Ordinance No. 1993-21, the City has imposed an Infrastructure Gross Receipts Tax on persons engaging in business in the City and receives monthly distributions of Infrastructure Gross Receipts Tax Revenues from the Department equal to one sixteenth of one percent (0.0625%) of the gross receipts of persons engaging in business within the City, as determined and adjusted under the Municipal Local Option Gross Receipts Taxes Act and the Gross Receipts and Compensating Tax Act. The Infrastructure Gross Receipts Tax is dedicated for purposes authorized by Section 7-19D-11 NMSA 1978. Other increments of Infrastructure Gross Receipts Tax are imposed by the City which are not pledged for payment of Subordinate Lien Gross Receipts Tax Obligations or Superior Lien Gross Receipts Tax Obligations.

Administration

Exemptions, Deductions and Credits. Any municipal ordinance imposing a Municipal Gross Receipts Tax or an Infrastructure Gross Receipts Tax is required to adopt by reference the same definitions and the same provisions relating to exemptions and deductions. See "State Gross Receipts Tax – Exemptions" herein. In addition, neither a Municipal Gross Receipts Tax, nor an Infrastructure Gross Receipts Tax may be imposed on the gross receipts arising from (1) the transmission of messages by wire or other means from one point within the municipality to another point outside the municipality; (2) transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality; or (3) a business located outside the boundaries of a municipality on land owned by that municipality for which a gross receipts tax distribution is made pursuant to the Gross Receipts and Compensating Tax Act.

Manner of Collection of Municipal Gross Receipts Taxes and Infrastructure Gross Receipts Taxes. Municipal Gross Receipts Taxes and Infrastructure Gross Receipts Taxes are collected by the Revenue Division in the same manner and at the same time that the Revenue Division collects the State Gross Receipts Tax. The Revenue Division remits to the City the revenues collected from the One-Half Percent Municipal Gross Receipts Tax, the 0.75% Municipal Gross Receipts Tax, the 0.1875% Infrastructure Gross Receipts Tax and the Pledged Infrastructure Gross Receipts Tax less any deduction for administrative cost and less any disbursements for tax credits, refunds and the payment of applicable interest. Distribution of the One-Half Percent Municipal Gross Receipts Tax Revenues and the revenues from the 0.75% Municipal Gross Receipts Tax, the 0.1875% Infrastructure Gross Receipts Tax and the Pledged Infrastructure Gross Receipts Tax is made within the month following the month in which the taxes are collected.

Remedies for Delinquent Taxes. The remedies for delinquent Municipal Gross Receipts Taxes and Infrastructure Gross Receipts Taxes are the same as those remedies described in "State Gross Receipts Tax - Remedies for Delinquent Taxes" above.

One-Half Percent Municipal Gross Receipts Tax Report. Set forth below is a ten-year history of the One-Half Percent Municipal Gross Receipts Tax Revenues received by the City:

Fiscal Year Ended June 30	One-Half Percent Municipal Gross Receipts Tax Rate	One-Half Percent Municipal Gross Receipts Tax Revenues[1][2]	Percent Increase (Decrease)
2011	0.50%	14,360,040	1.51%
2012	0.50%	14,814,638	3.16%
2013	0.50%	15,042,494	1.53%
2014	0.50%	15,489,596	2.97%
2015	0.50%	15,894,589	2.61%
2016	0.50%	16,496,023	3.78%
2017[3]	0.50%	18,222,207	10.46%
2018[3][4]	0.50%	21,208,930[3]	16.39%
2019	0.50%	16,361,265[5]	(22.86%)
2020	0.50%	19,192,912	17.31%

Source: State of New Mexico Department of Finance and Administration, Local Government Division; City of Santa Fe Finance Department.

[1] Includes all One-Half Percent Municipal Gross Receipts Tax Revenues and related additional revenues received by the City.
[2] Figures for Fiscal Years June 30, 2015 and June 30, 2016 represent adjustments to previously audited figures to correct errors in accrual.
[3] The One-Half Percent Municipal Gross Receipts Tax Revenues and Infrastructure Gross Receipts Tax Revenues for fiscal years 2017 and 2018 reflect amounts reported by the New Mexico Taxation and Revenue Department (TRD) and received by the City. Upon inquiry by the City, TRD has not provided information reconciling the disparity in the growth between the One-Half Percent Municipal Gross Receipts Tax and the Infrastructure Municipal Gross Receipts Tax.
[4] Unaudited.
[5] [EXPLAIN DECREASE]

Pledged Infrastructure Gross Receipts Tax Report. Set forth below is a ten-year history of the Pledged Infrastructure Gross Receipts Tax Revenues received by the City:

Fiscal Year Ended June 30	Infrastructure Gross Receipts Tax Rate	Infrastructure Gross Receipts Tax Revenues[1][2]	Percent Increase (Decrease)
2011	0.0625%	1,773,654	1.52%
2012	0.0625%	1,829,904	3.17%
2013	0.0625%	1,858,226	1.54%
2014	0.0625%	1,913,142	2.95%
2015	0.0625%	1,963,060	2.61%
2016	0.0625%	2,037,494	3.79%
2017[3]	0.0625%	2,076,214	1.90%
2018[3][4]	0.0625%	2,231,989[3]	7.50%
2019	0.0625%	2,231,223	(0.03%)
2020	0.0625%	2,306,713	3.38%

Source: State of New Mexico Department of Finance and Administration, Local Government Division; City of Santa Fe Finance Department.

[1] Includes all Infrastructure Gross Receipts Tax Revenues and related additional revenues received by the City.
[2] Figures for Fiscal Years June 30, 2015 and June 30, 2016 represent adjustments to previously audited figures to correct errors in accrual.
[3] The One-Half Percent Municipal Gross Receipts Tax Revenues and Infrastructure Gross Receipts Tax Revenues for fiscal years 2017 and 2018 reflect amounts reported by the New Mexico Taxation and Revenue Department (TRD) and received by the City. Upon inquiry by the City, TRD has not provided information reconciling the disparity in the growth between the One-Half Percent Municipal Gross Receipts Tax and the Infrastructure Municipal Gross Receipts Tax.
[4] Unaudited.

Historical Pledged Gross Receipts Tax Revenues and Coverages

Combined Pledged Gross Receipts Tax Revenues Report. Set forth below is a ten-year history of the Pledged One-Half Percent Municipal Gross Receipts Tax Revenues, Pledged Infrastructure Gross Receipts Tax Revenues and Pledged State-Shared Gross Receipts Tax Revenues distributed to the City:

Fiscal Year	One-Half Percent Municipal Gross Receipts Tax[1]	Infrastructure Gross Receipts Tax[1]	State-Shared Gross Receipts Tax	Total
2011	14,360,040	1,773,654	35,925,147	52,058,841
2012	14,814,638	1,829,904	37,065,822	53,568,756
2013	15,042,494	1,858,226	37,634,396	54,535,116
2014	15,489,596	1,913,142	36,390,693	53,793,431
2015[2]	15,894,589	1,963,001	37,283,925	55,141,514
2016[2]	16,496,023	2,037,494	38,643,525	57,177,042
2017[3]	18,222,207	2,076,214	39,418,967	59,717,388
2018[3][4]	21,208,930	2,231,989	42,286,241	65,727,161
2019	16,361,265	2,231,223	42,369,327	60,961,815
2020	19,192,912	2,306,713	43,857,758	65,357,382

Source: State of New Mexico Department of Finance and Administration, Local Government Division and City of Santa Fe Finance Department.

[1] Includes all Infrastructure Gross Receipts Tax Revenues and related additional revenues received by the City.
[2] Figures for Fiscal Years June 30, 2015 and June 30, 2016 represent adjustments to previously audited figures to correct errors in accruals.
[3] The One-Half Percent Municipal Gross Receipts Tax Revenues and Infrastructure Gross Receipts Tax Revenues for fiscal years 2017 and 2018 reflect amounts reported by the New Mexico Taxation and Revenue Department (TRD) and received by the City. Upon inquiry by the City, TRD has not provided information reconciling the disparity in the growth between the One-Half Percent Municipal Gross Receipts Tax and the Infrastructure Municipal Gross Receipts Tax.
[4] Unaudited.

Historical Pledged Gross Receipts Tax Revenues and Coverages. Set forth in the following table is a 10-year history of the Pledged Gross Receipts Tax Revenues and the corresponding debt service coverage on all of the City's outstanding indebtedness payable from the Pledged Revenues. See "CITY OF SANTA FE DIRECT AND OVERLAPPING DEBT AS OF JUNE 30, 2017 —Summary of Indebtedness" herein.

Fiscal Year	Total Pledged Gross Receipts Tax Revenues	Combined Superior and Subordinate Lien Debt Service	Historical Coverage
2011	52,058,841	20,708,850	2.51x
2012	53,568,756	21,503,646	2.49x
2013	54,535,116	20,435,447	2.66x
2014	53,793,431	20,641,857	2.60x
2015	55,141,514	21,645,089	2.54x
2016	57,177,042	21,995,025	2.59x
2017	59,717,388	21,066,325	2.77x
2018[1]	65,727,161[1]	21,121,610	3.11x
2019	60,961,815	21,830,852	2.79x
2020	65,357,382	22,089,191	2.96x

[1]Unaudited.
Source: State of New Mexico Taxation and Revenue Department; City of Santa Fe Finance Director and Treasurer.

City Imposed Gross Receipts Tax Rates

Municipal Gross Receipts Tax Rates. As of July 1, 2018, the total municipal gross receipts taxes in effect in the City are as follows:

Type of Municipal Gross Receipts Tax	Amount	Effective Date	
Municipal Gross Receipts Tax	**0.50%**	**1/82**	**Pledged Revenues**
	0.25%	7/83	Not Pledged Revenues
	0.25%	1/88	Not Pledged Revenues
	0.25%	1/92	Not Pledged Revenues
	0.25%	1/17	Not Pledged Revenues
Municipal Infrastructure Gross Receipts Tax	**0.0625%**	**1/94**	**Pledged Revenues**
	0.0625%	1/99	Not Pledged Revenues
	0.0625%	1/00	Not Pledged Revenues
	0.0625%	1/00	Not Pledged Revenues
Environmental Gross Receipts Tax	0.0625%	1/94	Not Pledged Revenues
Total Municipal Gross Receipts Tax	1.8125%		

Source: New Mexico Department of Finance and Administration

The County presently imposes a gross receipts tax in the amount of 1.500%. Consequently, the combined State (5.125%), County (1.500%) and City (1.8125%) gross receipts tax rate within the City is currently 8.4375%. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Pledged Gross Receipts Tax Revenues" herein. Pledged Gross Receipts Tax Revenues consist of the State-Shared Gross Receipts Tax Revenues, the One-Half Percent Municipal Gross Receipts Tax Revenues, and the Pledged Infrastructure Gross Receipts Tax Revenues.

City of Santa Fe, New Mexico
Total Gross Receipts by Category
(fiscal year)

	2016	2017	2018	2019	2020*
Agriculture, Forestry, Hunting	$ 5,626,747	$ 6,907,668	$ 9,790,323	$ 7,937,841	8,747,711
Mining	1,919,684	548,535	1,324,111	2,310,451	739,926
Utilities	118,735,695	107,951,392	104,119,177	108,956,927	113,699,891
Construction	425,686,284	465,817,799	656,861,335	671,512,887	819,133,560
Manufacturing	164,219,597	161,028,974	164,150,744	170,049,928	195,009,406
Wholesale	208,159,017	232,774,609	292,264,597	322,578,724	359,531,876
Retail	1,907,643,290	1,876,304,238	1,907,706,423	2,034,874,658	2,073,407,651
Transportation and Warehousing	21,225,195	33,175,637	31,512,205	26,190,372	22,640,047
Information	135,184,134	**	**	170,869,570	151,699,446
Finance and Insurance	60,924,330	71,944,362	98,124,023	70,191,010	88,475,752
Real Estate, Rental & Leasing	146,811,485	148,881,021	163,908,734	172,954,083	197,093,416
Prof, Scientific, Technical	415,032,291	587,563,307	589,722,111	575,338,368	792,575,719
Management of Companies	21,232,543	15,069,124	8,559,102	9,806,408	4,555,442
Admin & Support, Waste Mgt.	38,675,527	50,033,467	61,427,383	69,121,656	93,858,517
Educational Services	31,063,849	34,419,082	20,663,708	30,448,355	17,171,513
Health Care & Social Assist.	282,465,032	283,881,331	282,204,062	305,304,451	658,386,191
Arts, Entertainment & Recreation	46,582,022	56,324,501	62,223,886	80,291,174	86,225297
Accommodation and Food	475,899,496	510,656,548	517,490,198	564,534,175	372,239,811
Other Services	535,197,480	542,392,056	448,749,551	464,765,455	540,709,243
Public Administration	1,151,512	1,502,679	1,784,756	1,802,013	2,693,220
Unclassified	57,088,554	22,260,310	16,253,208	29,906,442	26,244,886

Source: New Mexico Department of Taxation and Revenue Report No. 80 ("RP-80").
* Fiscal year 2020 data based on quarterly RP-80; prior years based on fiscal year RP-80s.
** Reliable data for this time period is not currently available.

PRO FORMA ANNUAL DEBT SERVICE SUMMARY

The following table sets forth for each fiscal year from 2022 through 2041the amounts required in each such fiscal year to pay scheduled annual debt service on the Superior Lien Gross Receipts Tax obligations, the Subordinate Tax Obligations and the Bonds, as well as the debt service coverage ratio based on fiscal year 2021 Pledged Gross Receipts Tax Revenues (unaudited).

Fiscal Year Ending June 30	Debt Service on Outstanding Superior Lien Gross Receipts Tax Obligations[1]	Debt Service on Subordinate Lien Gross Receipts Tax Obligations[2][3]	Series 2021 Bonds Debt Service[4]	Net Total Outstanding Debt Service[4][5]	Debt Service Coverage[6]
2022	9,405,313				
2023	5,315,050				
2024	4,411,550				
2025	4,361,550				
2026	4,375,700				
2027	5,107,500				
2028	5,105,700				
2029	5,107500				
2030	2,227,150				
2031	2,225,700				
2032	2,230,900				
2033	2,222,300				
2034	2,230,300				
2035	2,229,050				
2036	1,718,750				
2037	1,714,500				
2038	1,716,750				
2039					
2040					
2041					
Totals	$	$	$	$	

Source: Hilltop Securities Inc.

[1] Superior Lien Gross Receipts Tax Obligations in this table consist of the 2013A Bonds, the 2014 Bonds, the 2016A Bonds, the 2016B Bonds and the 2018A Bonds.

[2] Subordinate Tax Obligations consist of the 2012B Bonds, the 2013B Bonds, the 2016C Bonds, the 2016D Bonds, the 2017 Taxable Bonds, the 2018 Gas Tax/Sub. Lien GRT Bonds, the 2019 Finance Authority Refunding Loan, and the 2019 Finance Authority Parking Improvements Loan.

[3] The 2012B Bonds are also secured by the Pledged Wastewater Revenues and Environmental Services Gross Receipts Tax Revenues, which are not included in the Pledged Revenues securing the Bonds.

[4] Preliminary, subject to change.

[5] Sum of Debt Service on Superior Lien Gross Receipts Tax Obligations, Debt Service on Subordinate Tax Obligations and Debt Service on the Bonds.

[6] Based on total Pledged Gross Receipts Tax Revenues of $_____ received in the fiscal year ended June 30, 2020, and assuming no increase over 2020 receipts. There is no assurance that Pledged Gross Receipts Tax Revenues received in the future will equal the Pledged Gross Receipts Tax Revenues used in the coverage computation. Pledged Gross Receipts Tax Revenues do not reflect the future annual phase-out of the hold harmless distributions that will occur through 2030.

SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE

Certain provisions of the Bond Ordinance are summarized below. Reference is made to the Bond Ordinance for a full and complete statement of its provisions. Capitalized terms have the definitions set forth in the Bond Ordinance, and are excerpted in Appendix C to this Official Statement.

Special Limited Obligations

The Bonds and all payments of principal, premium, if any, and interest thereon (whether at maturity or on a redemption date), and the obligations of the City for all other payments, fees, costs, interest and expenses of the City under the Bond Ordinance and under the Related Documents (as defined therein, the the Bond Purchase Agreement, the Pricing Certificate, the Continuing Disclosure Undertaking, the Preliminary Official Statement, the Official Statement, and any other document or agreement containing an obligation of the City as may be required in connection with the issuance of the Bonds), will be special limited obligations of the City. The principal of, premium, if any, and interest on the Bonds and all obligations under the Related Documents will be payable solely from the Pledged Revenues, on parity with the lien thereon of outstanding Parity Subordinate Lien Gross Receipts Tax Obligations, and subordinate to the lien thereon of outstanding Superior Lien Gross Receipts Tax Obligations.

Owners of the Bonds and the parties under the Related Documents may not look to any general or other fund of the City for the payment of the principal of or interest on, or the fees, costs and expenses relating to, such obligations, except the designated special funds pledged therefor. Neither the Bonds nor the obligations of the City under the Related Documents will constitute an indebtedness of the City within the meaning of any constitutional, charter or statutory prohibition or limitation, nor will they be considered or held to be general obligations of the City, and the Bonds will recite that they are payable and collectable solely out of the Pledged Revenues, on parity with the lien thereon of outstanding Parity Subordinate Lien Gross Receipts Tax Obligations and subordinate to the lien thereon of outstanding Superior Lien Gross Receipts Tax Obligations, and that the owners of the Bonds and the parties under the Related Documents may not look to any general or other municipal fund for the payment of the principal or interest, as applicable, on the Bonds or for the payment of any amounts owed under the Related Documents.

Nothing in the Bond Ordinance prevents or prohibits the City from applying other funds of the City legally available therefor to the payment or redemption of the Bonds, in its sole discretion.

Establishment and Continuance of Funds and Accounts

In the Bond Ordinance, the City creates, or continues, as applicable, the following special and separate trust funds:

A. *Refunding Account.* The "City of Santa Fe, New Mexico Senior Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021, Refunding Project Account" is established and will be maintained by the City.

B. *State-Shared Gross Receipts Tax Revenue Fund*. The "City of Santa Fe, New Mexico State-Shared Gross Receipts Tax Revenue Account of the General Fund of the City," is continued to be maintained by the City and deposited in an Insured Bank, into which the City shall deposit the State-Shared Gross Receipts Tax Revenues.

C. *One-Half Percent Municipal Gross Receipts Tax Revenue Fund*. The "City of Santa Fe, New Mexico One-Half Percent Municipal Gross Receipts Tax Revenue Fund," is continued to be maintained by the City and deposited in an Insured Bank, into which the City shall deposit the One-Half Percent Municipal Gross Receipts Tax Revenues.

D. *Infrastructure Gross Receipts Tax Revenue Fund*. The "City of Santa Fe, New Mexico Infrastructure Gross Receipts Tax Revenue Fund," is continued to be maintained by the City and deposited in an Insured Bank, into which the City shall deposit the Infrastructure Gross Receipts Tax Revenues.

E. *Environmental Services Gross Receipts Tax Revenue Fund*. The "City of Santa Fe, New Mexico Environmental Services Gross Receipts Tax Revenue Fund," is continued to be maintained by the

City and deposited in an Insured Bank, into which the City shall deposit the Environmental Services Gross Receipts Tax Revenues.

F. *Bond Fund*. The "City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021, Bond Fund" (hereinafter the "Bond Fund") is created to be maintained by the City and deposited in an Insured Bank.

Administration of Pledged Revenue Funds

So long as any Bonds are outstanding, the Pledged Gross Receipts Tax Revenues shall, immediately upon receipt thereof by the City, be set aside and deposited into the proper funds for each component of the Pledged Gross Receipts Tax Revenues. All money deposited into such funds shall be held separate and apart from the City's general fund and applied only in accordance with the provisions of the Bond Ordinance and any other City ordinance authorizing the issuance of outstanding Obligations payable from the Pledged Gross Receipts Tax Revenues.

So long as any of the Bonds shall be outstanding, either as to principal or interest or both, the following payments shall be made monthly from the Pledged Revenues:

A. *Bond Fund Payments*.

(1) First, as a first charge on the Pledged Revenues, the amounts necessary to pay the Debt Service Requirements on Superior Tax Obligations now outstanding or hereafter issued, or to fund any reserve account as required by the terms of any ordinance authorizing the issuance of Superior Tax Obligations, shall be withdrawn first from the One-Half Percent Municipal Gross Receipts Tax Revenue Fund, and if funds therein are insufficient, then if pledged for such Superior Tax Obligations, from the Infrastructure Gross Receipts Tax Revenue Fund, and, if pledged for such Superior Tax Obligations, from the Environmental Services Gross Receipts Tax Revenue Fund, if funds therein are still insufficient, then from the State-Shared Gross Receipts Tax Revenue Fund in that order or in such other order as permitted or required by the authorizing ordinances, at the time prescribed in such authorizing ordinances.

(2) Second, but subject to and after the withdrawals authorized by the preceding paragraph A(1), so long as any of the Bonds shall be outstanding, the following amounts shall be withdrawn from the One-Half Percent Municipal Gross Receipts Tax Revenue Fund, then from the Infrastructure Gross Receipts Tax Revenue Fund if the moneys in the One-Half Percent Municipal Gross Receipts Tax Revenue Fund are not sufficient, and, if such moneys are still insufficient, then from the State-Shared Gross Receipts Tax Revenue Fund (unless the City determines that such amounts shall be withdrawn from such funds in some other order), and credited to the Bond Fund:

(a) Interest Payments. Monthly, commencing on the first day of the first month following the delivery of the Bonds, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of interest on the Bonds then outstanding and monthly thereafter commencing on each interest payment date, one-sixth (1/6th) of the amount necessary to pay the next maturing installment of interest on the outstanding Bonds, and

(b) Principal Payments. Monthly, commencing on the first day of the first month following delivery of the Bonds, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of principal on the Bonds then outstanding and monthly thereafter commencing on the first day of the twelfth month preceding each principal payment date, one-twelfth (1/12th) of the amount necessary to pay the next maturing installment of principal on the Bonds.

(3) Third, but concurrently with the payments required by paragraph A(2) of this section, funds remaining in the One-Half Percent Municipal Gross Receipts Tax Revenue Fund, and if the funds therein are insufficient, then funds remaining in the Infrastructure Gross Receipts Tax Revenue Fund, and if the funds therein are insufficient, then funds remaining in the State-Shared Gross Receipts Tax Revenue Fund and, if pledged therefor, funds remaining in the Environmental Services Gross Receipts Tax Revenue Fund, shall be used by the City to pay the Debt Service Requirements of such additional Parity Subordinate Obligations, if any, hereafter authorized to be issued and payable from Pledged Revenues.

If, prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraphs 2(a) and 2(b) (whichever is applicable) of this paragraph, may be appropriately reduced and the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date (whichever is applicable).

B. *Debt Service Reserve Fund.* No debt service reserve fund will be created or required for the Bonds.

C. *Termination Upon Deposits to Maturity.* No payment need be made into the Series 2021 Bond Fund if the amount in such fund totals a sum at least equal to the entire amount of the Bonds then outstanding, both as to principal and interest to their respective maturities, and both accrued and not accrued, in which case, moneys in the Series 2021 Bond Fund in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue and any moneys in excess thereof in the Series 2021 Bond Fund and any other moneys derived from the Pledged Revenues may be used in any lawful manner determined by the City.

D. *Defraying Delinquencies in the Series 2021 Bond Fund; Use of Moneys in the Series 2021 Bond Fund.* If, in any month, amounts in the One-Half Percent Municipal Gross Receipts Tax Revenue Fund are insufficient to make the payments into the Series 2021 Bond Fund required by Paragraph A(2) of above, there shall be withdrawn first from the Infrastructure Gross Receipts Tax Revenue Fund and then from the State-Shared Gross Receipts Tax Revenue Fund, and deposited in the Series 2021 Bond Fund the additional amounts necessary to make the payments into the Series 2021 Bond Fund required by Paragraph A above. The moneys in the Series 2021 Bond Fund shall be used solely and only for the purpose of paying the principal of and the interest on the Bonds issued under this Ordinance; provided, however, that any moneys in the Series 2021 Bond Fund in excess of accrued and unaccrued principal and interest requirements to the respective maturities of the outstanding Bonds may be used in any lawful manner.

E. *Payment of Additional Obligations and Qualified Exchange Agreements.* Either prior to, concurrently with or subsequent to the payments required by Paragraph A above, depending upon whether the additional Obligations are Superior Obligations or Parity Subordinate Obligations or Super Subordinate Obligations (as defined in Section 21 hereof) as provided in this Ordinance, the Pledged Gross Receipts Tax Revenues shall be used by the City for the payment of Debt Service Requirements on additional Obligations, if any, hereafter authorized to be issued and payable from the Pledged Revenues as the same accrue. In the event that such obligations are Parity Subordinate Obligations, the payments of Debt Service Requirements on such additional Obligations shall be made concurrently with the payments required by Paragraphs A(2), A(3) and D of this Section 18 (provided that such payments may be made at any intervals as may be provided in the ordinance or resolution authorizing such additional Obligations). The following amounts required to be paid by the City shall be paid from Pledged Gross Receipts Tax Revenues with the same priority as other payments of Debt Service Requirements on Parity Subordinate Obligations:

(1) Any amount to reimburse or pay a bond insurer or reserve account insurer or guarantor, or to make payments or reimbursements pursuant to another Credit Facility, for payments of Debt Service Requirements made on Parity Subordinate Obligations; and amounts payable to a Qualified

Counterparty under a Qualified Exchange Agreement, excluding Exchange Termination Payments, if such payments are designated in a City ordinance relating to that Qualified Exchange Agreement as having a lien on Pledged Revenues on parity with the lien thereon of Parity Subordinate Obligations;

(2) Reimbursement of any reserve fund Credit Facility obtained for any issue of Parity Subordinate Obligations; and

(3) Cash deposits to any required reserve fund established with respect to any issue of Parity Subordinate Obligations.

Each payment of Debt Service Requirements on Parity Subordinate Obligations shall be transferred to the Paying Agent for payment of Parity Subordinate Obligations, or directly to a Qualified Counterparty, bond insurer, reserve account insurer or guarantor or other provider of a Credit Facility entitled to receive payments on Parity Subordinate Obligations, on or before the due date of such payment.

F. *Payment of Expenses and Certain Obligations which are not Parity Subordinate Obligations.* After and subject to the payments required, and provisions contained in, any of the preceding paragraphs under the heading "Administration of Pledged Revenue Funds", any remaining Pledged Gross Receipts Tax Revenues shall be used, to the extent necessary, for payment of: (i) any other amounts, expenses, fees and interest owed by the City relating to the issuance, delivery, servicing, payment, redemption and refunding of Parity Subordinate Obligations and (ii) other Obligations relating to Parity Subordinate Obligations owed by the City pursuant to the Related Documents, any Qualified Exchange Agreement (excluding Exchange Termination Payments), bond insurance policy, reserve fund insurance policy or similar documents which are not payable pursuant to any other prior paragraph of this Section.

G RESERVED.

H. *Use of Surplus Revenues.* After making the payments required to be made by Paragraphs A through F above, the remaining Pledged Gross Receipts Tax Revenues, if any, may be applied to any other lawful purposes. The One-Half Percent Municipal Gross Receipts Tax Revenues received by the City pursuant to the One-Half Percent Municipal Gross Receipts Tax Ordinance shall be used only for the purposes authorized by that ordinance. The Infrastructure Gross Receipts Tax Revenues received by the City pursuant to the Infrastructure Gross Receipts Tax Ordinance shall be used only for the purposes authorized by that ordinance. The Environmental Services Gross Receipts Tax Revenues received by the City pursuant to the Environmental Services Gross Receipts Tax Ordinance shall be used only for the purposes authorized in that ordinance.

I. *Variable Interest Rate.* In making the computations required by this Section, interest on Obligations which bear a Variable Interest Rate shall be computed: (i) at the actual Variable Interest Rate or Variable Exchange Rate for the computation period, if such rate can be computed exactly, or (ii) if the Variable Interest Rate or Variable Exchange Rate cannot be computed exactly, at the actual rate for the immediately preceding computation period.

General Administration of Funds

The funds and accounts designated in the Bond Ordinance will be administered as follows:

A. *Investment of Money.* Any moneys in any fund designated in the Bond Ordinance may be invested in any Permitted Investments. The obligations so purchased as an investment of moneys in a fund shall be deemed at all times to be part of the fund, and the interest accruing thereon and any profit realized therefrom shall be credited to the fund, and any loss resulting from each investment shall be charged to the fund. The City Finance Director shall present for redemption or sale on the prevailing market any

obligations so purchased as an investment of moneys in the fund whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

B. *Deposits of Funds.* Except for direct investments in Permitted Investments allowed by Paragraph A of this Section, the moneys and investments comprising each of the funds and accounts hereinabove designated in the Bond Ordinance shall be maintained and kept separate from all other funds and accounts in an Insured Bank or Insured Banks. The amounts prescribed shall be paid to the appropriate funds as specified in the Bond Ordinance. Each payment shall be made into the proper bank account and credited to the proper fund not later than the last day designated; provided that when the designated date is a Sunday or a legal holiday, then such payment shall be made on the next preceding secular day. Nothing in the Bond Ordinance shall prevent the establishment of one such bank account or more (or consolidation with any existing bank account), for all of the funds and accounts in the Bond Ordinance.

Additional Superior Obligations and Parity Subordinate Obligations.

A. *Limitations Upon Issuance of Additional Superior Obligations*. No provision of the Bond Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional Obligations payable from Pledged Revenues and constituting a lien upon such revenues prior and superior to the lien of the Bonds on Pledged Revenues. Before any additional Superior Obligations are issued or Obligations refunding outstanding Superior Obligations, the conditions set forth in the ordinances authorizing the issuance of Superior Obligations or refunding Superior Obligations, as applicable, must be satisfied.

Before any additional Parity Subordinate Obligations are actually issued (excluding refunding bonds the proceeds of which are used to refund Superior Obligations as provided in Section 22, but including Parity Subordinate Obligations which are refunding bonds which refund subordinate obligations), the following conditions shall be met:

(i) The Parity Subordinate Obligations must be Obligations; and

(ii) The City shall then be current in all of the deposits required to be made with respect to the Parity Subordinate Obligations (including, if applicable, any obligation to fund any reserve account required by the terms of any ordinance authorizing the issuance of any such Obligations); and

(iii) (a) No additional Parity Subordinate Obligations shall be issued unless the Pledged Gross Receipts Tax Revenues for the Historic Test Period shall have been sufficient to pay an amount representing two hundred percent (200%) of the combined maximum annual Debt Service Requirements coming due in any subsequent Fiscal Year on the then outstanding Superior Obligations, outstanding Parity Subordinate Obligations and the Parity Subordinate Obligations proposed to be issued (excluding the accumulation of any reserves therefor); and

(b) In making the computations required by this subparagraph (iii) other gross receipts tax revenues, including without limitation, the Environmental Services Gross Receipts Tax Revenues, received by the City, whether from distribution by the State or pursuant to gross receipts taxes imposed by the City (other than State-Shared Gross Receipts Tax Revenues) pledged to the Superior Obligations, Parity Subordinate Obligations and the Parity Subordinate Obligations proposed to be issued, may be included only to the extent such gross receipts tax revenues are pledged to a particular series of such outstanding Obligations or proposed Parity Subordinate Obligations and only to the extent of the maximum annual Debt Service Requirements on such outstanding Obligations or proposed Parity Subordinate Obligations.

B. *Super Subordinate Obligations Permitted; Certain Obligations Prohibited.* No provision of this Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional

Obligations payable from the Pledged Revenues with a lien on Pledged Revenues subordinate and junior to the lien of the Bonds thereon, nor to prevent the issuance of Obligations refunding all or part of the Bonds as permitted by the Bond Ordinance.

C. *Variable Interest Rate.* In making the computations required by the provisions of the Bond Ordinance described under the heading "Additional Superior Obligations and Parity Subordinate Obligations" above and the heading "Refunding Bonds" below, Obligations which bear a Variable Interest Rate shall be deemed to bear interest at the maximum rate permitted for those Obligations.

D. *Certificate of City Finance Director.* A written certificate or opinion of the City Finance Director that the Pledged Revenues for the applicable Historic Test Period are sufficient to pay the amounts required as described in the preceding paragraphs shall be required in making a determination that the requirements set forth in this Section have been satisfied and shall be conclusively presumed to be accurate in determining that such requirements have been satisfied.

E. *Bond Anticipation Notes.* Whenever the City shall have authorized the issuance of Superior Obligations or Parity Subordinate Obligations under the Act and the City shall, at the time, be permitted by the laws of the State to issue notes representing loans in anticipation of the sale of such Superior Obligations or Parity Subordinate Obligations ("Bond Anticipation Notes"), the City may by resolution or ordinance authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such Superior Obligations or Parity Subordinate Obligations, provided, however, that before any Bond Anticipation Notes are actually issued, the conditions of paragraph A above shall be met. Bond Anticipation Notes shall not be issued in an amount exceeding the principal amount of the Superior Obligations or Parity Subordinate Obligations in anticipation of the sale of which such notes are proposed to be issued.

For the purposes of determining compliance with this Section, as of the date of issuance of any Bond Anticipation Notes, the aggregate principal amount of all outstanding Bond Anticipation Notes (including such proposed Bond Anticipation Notes) shall never exceed the principal amount of a hypothetical issue of Superior Obligations or Parity Subordinate Obligations which could be issued hereunder having an assumed final maturity of twenty (20) years, bearing an assumed rate of interest equal to the highest rate then borne by any Bond Anticipation Note then outstanding (or, if none, the interest rate borne by the proposed Bond Anticipation Notes to be issued) and having debt service due in each Fiscal Year in approximately equal amounts.

F. *Put Obligations.* In making the computations required by the provisions of the Bond Ordinance described under the heading "Additional Superior Obligations and Parity Subordinate Obligations" above and the heading "Refunding Bonds" below, the principal amount of any Put Obligations to be outstanding in the Fiscal Year when the combined maximum annual Debt Service Requirements come due shall be excluded from the maximum annual Debt Service Requirements only if the Credit Facility providing liquidity or standby purchase support for Put Obligations is rated, on the date the computations are made, "A" or better by Fitch or S&P (if such rating agencies are then rating the Bonds). If there is no Credit Facility for the Put Obligations or the rating requirement for the Credit Facility set forth in the preceding sentence is not satisfied, the principal amount of the Put Obligations to be outstanding in the Fiscal Year when combined maximum annual Debt Service Requirements come due shall be considered in computing maximum annual Debt Service Requirements.

Refunding Bonds

The provisions described under the heading entitled "—Additional Superior Obligations and Parity Subordinate Obligations" are subject to the following exceptions:

A. *Privilege of Issuing Refunding Obligations.* If at any time after the Bonds, or any part thereof, shall have been issued and remain outstanding, the City shall find it desirable to refund any outstanding Parity Subordinate Obligations or other outstanding obligations payable from the Pledged Revenues, such bonds or other obligations, or any part thereof, may be refunded (but only with the consent of the registered owner or owners thereof, unless the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the City's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed (except as provided in Paragraph A under the heading "Additional Superior Obligations and Parity Subordinate Obligations" above, and in Paragraphs B and C under the heading "Refunding Bonds").

B. *Limitations Upon Issuance of Refunding Obligations.* No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on parity with the Bonds herein authorized, unless:

(1) The lien on the Pledged Revenues of the outstanding obligations so refunded is on parity with the lien thereon of the Bonds herein authorized; or

(2) The refunding bonds or other refunding obligations are issued in compliance with the requirements of the Bond Ordinance described in Paragraph A under the heading "Additional Superior Obligations and Parity Subordinate Obligations" above.

C. *Refunding Part of an Issue.* The refunding bonds or other obligations so issued shall enjoy complete equality of lien with the portion of any bonds or other obligations of the same issue which is not refunded, if any there be; and the registered owner or owners of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the registered owner or owners of the bonds or other obligations of the same issue refunded thereby.

D. *Limitations Upon Issuance of any Refunding Obligations.*
Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the City may by ordinance provide, subject to the inclusion of any such rights and privileges designated in Paragraph C immediately above, but without any impairment of any contractual obligations imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including but not necessarily limited to the issue herein authorized). If only a part of the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues are refunded, then such obligations may not be refunded without the consent of the registered owner or owners of the unrefunded portion of such obligations, unless:

(1) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest requirements evidenced by such refunding obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations, or

(2) The refunding bonds or other refunding obligations are issued in compliance with the requirements of the Bond Ordinance described in Paragraph A under the heading "Additional Superior Obligations and Parity Subordinate Obligations" above, or **(3)**
The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

E. *Cross-over Refunding Bonds.* If the refunding bonds to be issued are Cross-over Refunding Bonds, the ordinance providing for the issuance thereof shall provide (1) that until the date on which the principal portion of the related Parity Subordinate Obligations being refunded is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds, the Cross-over Refunding Bonds shall not be Parity Subordinate Obligations and shall be payable solely from the escrow provided for in the related ordinance, and (2) a certificate of an Independent Accountant shall be prepared to demonstrate the sufficiency of the moneys and investments in the escrow to pay the principal of and interest on the Cross-over Refunding Bonds until the date on which the principal portion of the related Parity Subordinate Obligations being refunded is to be paid or redeemed and to pay or redeem the related Parity Subordinate Obligations being refunded.

Equality of Bonds

The Bonds authorized to be issued by the Bond Ordinance and from time to time outstanding shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance, it being the intention of the City that there shall be no priority among the Bonds regardless of the fact that they may be actually issued and delivered at different times.

Protective Covenants

Payment of Bonds Authorized by the Bond Ordinance. The City will promptly pay the principal of and the interest on every Bond at the place, on the dates and in the manner specified in the Bond Ordinance and in the Bonds according to the true intent and meaning thereof. Such principal and interest are payable solely from the Pledged Revenues. Nothing in the Bonds, any Qualified Exchange Agreement or the Bond Ordinance will be construed as obligating the City to pay principal, premium, if any, or interest on any of the Bonds from, and the holders of the Bonds and any Qualified Counterparty may not look to, any general or other fund of the City, except those specifically set forth in the Bond Ordinance.

Records. So long as any of the Bonds remain outstanding, proper books of record and account will be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues.

Audits. Within 270 days following the close of each Fiscal Year, the City will cause an audit of the books and accounts to be made by an Independent Accountant, showing the revenues and expenditures of the Pledged Revenues. The City agrees to furnish forthwith a copy of each such audits and reports to the Underwriters upon request. Any registered owner of a Bond shall have the right to discuss, with the Independent Accountant or person making the audit, the report and the contents thereof and to ask for such additional information as he may reasonably require.

Extending Interest Payments. To prevent any accumulation of claims for interest after maturity, the City will not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on the Bonds and it will not directly or indirectly be a party to or approve any arrangement for any such extension or for the purpose of keeping alive any of such interest.

Performing Duties. The City will faithfully and punctually perform all duties with respect to the Project and the Bonds required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the City including but not limited to the proper segregation of the Pledged Revenues and their application of the respective funds.

City's Existence. The City will maintain its corporate identity and existence as long as the Bonds remain outstanding unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without affecting to any substantial degree the privileges and rights of any registered Owner of any Bonds.

Tax Compliance. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended, including applicable regulations, rulings and judicial decisions (the "Tax Code"), or (ii) be treated other than as bonds to which Section 103(a) of the Tax Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Tax Code. The City further covenants (a) that it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowings, (ii) restrict the yield on investment property, (iii) make timely and adequate rebate payments, yield reduction payments or payments of alternative amounts in lieu of rebate 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 Tax Code.

Other Liens. Other than the outstanding Superior Lien Gross Receipts Tax Obligations, the outstanding Parity Subordinate Lien Gross Receipts Tax Obligations and the Bonds as recited in the Bond Ordinance, there are no liens or encumbrances of any nature whatsoever on or against the Pledged Revenues. The Bond Ordinance does not prohibit the issuance of additional Superior Lien Gross Receipts Tax Obligations with a lien on the Pledged Revenues superior to the lien thereon of the Bonds, nor the issuance of Parity Subordinate Lien Gross Receipts Tax Obligations with a lien on the Pledged Revenues on parity with the lien thereon of the Bonds.

Duty with Respect to Pledged Revenues. If the statutes or any ordinance which materially affects the Pledged Revenues, or any part of the ordinances, will ever be held to be invalid or unenforceable, the City will immediately take any legally permissible action necessary to produce sufficient Pledged Revenues to comply with the contracted obligations of the Bond Ordinance.

Impairment of Contract. The City agrees that any law or ordinance or resolution of the City in any manner affecting the Pledged Revenues or the Bonds, or otherwise appertaining thereto, will not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any Bonds outstanding, unless such Bonds have been discharged in full or provision has been fully made therefor, or unless the consent of the required percentage of the registered owners of the then Outstanding Bonds is obtained as described under the caption "—Amendment" below.

Notice of Qualified Exchange Agreements to Rating Agencies. The City shall not enter into a Qualified Exchange Agreement which is a Subordinate Lien Gross Receipts Tax Obligation or with respect to any Subordinate Lien Gross Receipts Tax Obligations without first providing notice of such Qualified Exchange Agreement to Fitch and S&P and without first receiving written confirmation from Fitch and S&P that entering into such Qualified Exchange Agreement, in and of itself, would not result in a reduction of the ratings then assigned to the Bonds by Fitch and S&P.

Limitation on Superior Lien Gross Receipts Tax Obligations or Parity Subordinate Lien Gross Receipts Tax Obligations with Variable Interest Rates. The City shall not issue Superior Lien Gross Receipts Tax Obligations or Parity Subordinate Lien Gross Receipts Tax Obligations with a Variable Interest Rate which, at the time of issuance, are assigned a lower rating than the rating then assigned to the Bonds by Fitch or S&P, unless the written consent of such rating agency to a lower rating is obtained prior to issuance of such Superior Lien Gross Receipts Tax Obligations or Subordinate Lien Gross Receipts Tax Obligations.

Defeasance

When all principal and interest in connection with the Bonds have been duly paid, the pledge and lien and all obligations under the Bond Ordinance will thereby be discharged and the Bonds will no longer be deemed to be Outstanding within the meaning of the Bond Ordinance. There will be deemed to be such due payment as to any Bond when the Governing Body has placed in escrow and in trust with a commercial bank or trust company located within or without the State and exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may be initially invested) to meet all requirements of principal and interest as the same become due to its maturity or designated redemption date as of which the City will have exercised or obligated itself to exercise its option to call the Bond. The Federal Securities will become due prior to the respective times on which the proceeds are needed in accordance with a schedule established and agreed upon between the Council and such bank at the time of the creation of the escrow or the Federal Securities will be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. Federal Securities within the meaning of the Bond Ordinance will include only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America and which are not callable prior to maturity by the issuer of such obligations.

Events of Default

Each of the following events is declared in the Bond Ordinance to be an "event of default":

(a) *Nonpayment of Principal*. If payment of the principal of any of the Bonds is not made when the same become due and payable at maturity;

(b) *Nonpayment of Interest*. If payment of any installment of interest is not made when the same becomes due and payable;

(c) *Incapable to Perform*. If the City for any reason is rendered incapable of fulfilling its obligations (but not including any obligation of the City under any Qualified Exchange Agreement) under the Bond Ordinance;

(d) *Default of Any Provision*. If the City defaults in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or in the Bond Ordinance on its part to be performed (other than defaults described in clause (a), (b) or (c) above), and if such default continues for 30 days after written notice specifying such default and requiring the same to be remedied has been given to the City by the registered owners of 25% in principal amount of the Bonds then outstanding; or

(e) *Bankruptcy or Insolvency of the City*. (i) The City (A) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the City or of all or a substantial part of its property; (B) commences a voluntary case under the Federal Bankruptcy Code; or (C) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency or reorganization; or (ii) a proceeding or case is commenced, without application or consent of the City, in any court of competent jurisdiction, seeking (A) liquidation, reorganization, dissolution, winding-up or adjustment of debts of the City; (B) appointment of a trustee, receiver, custodian, liquidator or the like of the City or of all or a substantial part of its assets; or (C) similar relief in respect of the City under any law relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts.

Remedies of Defaults

Upon the happening and continuance of any of the events of default described above under the caption entitled "—Events of Default," then and in every case the registered owner or owners of not less than 25% in principal amount of the Bonds then outstanding, including but not limited to a trustee or trustees

therefor, may proceed against the City, the Council and its agents, officers and employees to protect and enforce the rights of any registered owner of the Bonds under the Bond Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for specific performance of any covenant or agreement contained in the Bond Ordinance or an award or execution of any power granted in the Bond Ordinance for the enforcement of any power, legal or equitable remedy as such registered owner or owners may deem most effectual to protect and enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any registered owner, or to require the Council to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity will be instituted, had and maintained for the equal benefit of all registered owners of the Bonds then outstanding. The failure of any such registered owner so to proceed will not relieve the City or any of its officers, agents or employees of any liability for failure to perform any duty. Each right or privilege of any such registered owner (or trustee thereof) is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any registered owner will not be deemed a waiver of any other right or privilege thereof.

Duties Upon Default

Upon the happening of any of the events of default as described above, the City, in addition, will do and perform all proper acts on behalf of and for the registered owners of the Bonds to protect and preserve the security created for the payment of the principal of and interest on the Bonds promptly as the same become due. All proceeds derived from the Pledged Revenues, so long as any of the Bonds authorized in the Bond Ordinance, either as to principal or interest, are outstanding and unpaid, will be paid into the proper fund and used for the purposes therein provided. In the event the City fails or refuses to proceed as described in the Bond Ordinance, the registered owner or registered owners of not less than 25% in principal amount of the Bonds then outstanding, after demand in writing, may proceed to protect and enforce the rights of the registered owners as hereinabove provided.

Enforcement

Any registered owner of any one or more of the Bonds may, either by law or in equity, by suit, action, mandamus or other appropriate proceedings in any court of competent jurisdiction enforce the payment of principal of or interest due in connection with any Bond on or after the date on which such payment is due, and may by suit, action, mandamus or other appropriate proceeding or proceedings enforce and compel the performance of such payment in accordance with the provisions of the Bond Ordinance.

Amendment

The Bond Ordinance may be amended or supplemented by ordinance or resolution of the Council without the consent of the owners of the Bonds:

(a) to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in the Bond Ordinance;

(b) to grant to the registered owners of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted to them;

(c) to obtain or maintain a rating on the Bonds from any rating agency, which amendment, in the judgment of Bond Counsel, does not materially adversely affect the registered owners of the Bonds;

(d) to achieve compliance with federal securities or tax laws;

(e) to make any other changes in the Bond Ordinance which, in the opinion of Bond Counsel, is not materially adverse to the registered owners of the Bonds; and

(f) to make any other changes in the Bond Ordinance in connection with the execution of a Qualified Exchange Agreement, which changes do not adversely affect the rating(s) assigned to the Bonds by Fitch and S&P (if such rating agencies are then rating the Bonds) and do not adversely affect the registered owners.

Except as provided above, the Bond Ordinance may only be amended or supplemented by ordinance adopted by the Council in accordance with the laws of the State, without receipt by the City of any additional consideration but with the written consent of the registered owners of a majority of the principal amount of the outstanding Bonds which are affected by the amendment or supplement (not including Bonds which are then owned by or for the account of the City); provided, however, that, without first obtaining the consent of the registered owners of all then Outstanding Bonds, no such ordinance will have the effect of permitting:

(a) an extension of the maturity of any Bond;

(b) a reduction in the principal amount of or interest rate on any Bond; or

(c) a reduction of the principal amount of Bonds required for consent to such amendment or supplement.

HERE HERE HERE

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.

Administrative Officers

Under the Charter, the Mayor, subject to the approval of the Council, appoints the City Manager, the City Clerk and the City Attorney. The City Manager hires all officers and employees of the City (except those holding elective office).

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 approximately 1,800 persons, approximately 1,600 of whom are full-time employees, and approximately 200 of whom are part-time employees, including 9 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 FY2020 for the various PERA coverage options, for both Tier I and Tier II, see the tables available in the PERA FY2020 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 $_____ for the fiscal year ended June 30, 2020, The employer paid member benefits that were "picked up" by the employer were $_____ for the fiscal year ended June 30, 2020.

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.

Actuarial information is shown below:

State of New Mexico Public Employees Retirement Fund
Summary Information as of June 30, 2020

Membership[(1)]	111,326
Actuarial Information	
Actuarial Accrued Liability[(2)]	$22,388,870,869
Actuarial Value of Assets	$15,737,838,938
Unfunded Actuarial Accrued Liability	$6,651,031,931

Source: PERA Annual Actuarial Valuation (June 30, 2017)
(1) Includes active, inactive and retired members from all divisions.
(2) Includes accrued liability of both the retired and active members.

In Fiscal Year 2013, PERA reported an Unfunded Actuarial Accrued Liability ("UAAL") of $4.6 billion, approximately $1.6 billion less than the previous fiscal year. The decline in the UAAL was the result of comprehensive pension reform legislation proposed by the PERA Board and enacted by the State Legislature during the 2013 legislative session. Senate Bill 27 significantly amended the Public Employees' Retirement Act by creating a new tier of reduced benefits for new hires. The law reduces the cost of living adjustments for all current and future retirees; delays the application of cost of living adjustments for certain future retirees; suspends the cost of living adjustments for certain return-to-work retirees; provides for an increase in the statutory employee contribution rate of 1.5% (subject to certain requirements) for employees earning $20,000 or more in annual salary; provides for an increase in the statutory employer contribution of 0.4% beginning in Fiscal year 2015; increases age and service requirements; lengthens the base average salary calculation amount from three to five years for future employees; increases the vesting period for employees from five to eight years for most members; lowers the annual service credit by 0.5% for most members; and makes several other clarifying and technical changes. Also as a result of the passage of pension reform legislation, PERA's 30 year projected funded ratio increased from 29% to 108.8%. PERA saw a further $300 million decline in the UAAL, and increase in the 30-year projected funded ratio to 133% at the end of Fiscal Year 2014. The improvement in Fiscal Year 2014 was due largely to excess investment returns. PERA's Fiscal Year 2014 return was 17.03%, higher than the 7.75% return assumption.

In Fiscal Year 2020, PERA reported an audited Net Pension Liability ("NPL") of $7,448,652,567, using methods and assumptions required under GASB Statement No. 67, the reporting standard applicable to pension plans. PERA annually prepares a "Schedule of Employer Allocations and Pension Amounts" that provides employer participants the information they need to comply with GASB Statement No. 68, including each employer's proportionate share of the NPL. This schedule is audited by PERA's independent auditors and is reviewed by the New Mexico Office of the State Auditor.

New Mexico Retiree Health Care Authority

The State of New Mexico Retiree Health Care Act (the "Health Care Act") provides comprehensive core group health insurance for persons who have retired from certain public services in New Mexico. The purpose of the Health Care Act is to provide eligible retirees, their spouses, dependents, and surviving spouses and dependents with health insurance consisting of a plan, or optional plans, of benefits that can be purchased by funds deposited by the employer into the Retiree Health Care Fund and by co-payments or out-of-pocket payments of eligible retirees. Each participating retiree pays a monthly premium for the medical plus basic life plan. Each participating employer makes contributions to the Fund in the amount of 2.0% to 2.5% of each participating employee's annual salary. Each participating employee contributes to the Fund an employee contribution equal to 1.25% of the employee's annual salary. The City remitted $_____ in Fiscal Year 2020, $_____ in Fiscal Year 2019, and $_____ in Fiscal Year 2018, which equaled the required contributions for each year.

In June 2015, the Governmental Accounting Standards Board approved Statement No. 75 which requires governments providing other post-employment benefits ("OPEB") to recognize their long-term obligation for those benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of OPEB. Statement No. 75 requires governmental participants in cost-sharing multi-employer plans, such as the City, to record a liability and expense equal to their proportionate share of the collective net OPEB liability and expense for the cost-sharing plan. Statement No. 75 became effective for fiscal years beginning after June 15, 2017. As reported in the City's fiscal year 2020 audited financial statements, the City's proportionate share of OPEB liability was $_____ at June 30, 2020.

Summary of Indebtedness

The table below summarizes all outstanding general obligation and revenue bond obligations of the City as of August 1, 2021:

Category of Indebtedness	Original Principal Amount	Interest Rate	Date of Final Maturity	Amount Outstanding
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2010B*	$ 10,490,000	4.00%-5.00%	6/1/26	$ 4,860,000*
General Obligation Bonds, Series 2010	10,300,000	2.50%-4.00%	8/1/29	5,105,000
Gross Receipts Tax Improvement & Refunding Revenue Bonds, Series 2012A*	32,725,000	3.00%-5.00%	6/1/26	10,735,000*
Gross Receipts Tax (Subordinate Lien)/Wastewater System Refunding Revenue Bonds, Series 2012B	14,280,000	2.00%-5.00%	6/1/22	1,960,000
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2013B	13,780,000	3.00%-5.00%	6/1/36	11,245,000
General Obligation Bonds, Series 2013	12,000,000	1.75%-4.00%	8/1/32	7,790,000
Gross Receipts Tax Improvement Revenue Bonds, Series 2014	15,460,000	2.25%-5.00%	6/1/29	14,615,000
General Obligation Bonds, Series 2014	5,800,000	3.00%-4.00%	8/1/34	4,275,000
Water Utility System Refunding Revenue Bonds, Series 2016	36,665,000	2.00%-5.00%	6/1/39	32,145,000
Senior Lien Gross Receipts Tax Refunding Bonds, Series 2016A	6,700,000	5.00%	6/1/23	2,140,000
Senior Lien Gross Receipts Tax Refunding Bonds, Series 2016B	21,900,000	2.00%-5.00%	6/1/35	10,225,000
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016C	9,480,000	5.00%	6/1/24	475,000
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016D	2,020,000	2.00%-5.00%	6/1/28	1,510,000
Taxable Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2017	4,530,000	1.42%-3.56%	6/1/33	3,555,000
Gasoline Tax/Subordinate Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018	10,290,000	3.00%-5.00%	6/1/28	7,745,000
Senior Lien Gross Receipts Tax Improvement Bonds, Series 2018A	20,000,000	5.00%	6/1/38	18,975,000
General Obligation Refunding Bonds, Series 2019	5,445,000	5.00%	8/1/29	4,525,000
Total	$230,865,000			$141,880,000

*To be refunded with proceeds of the Bonds.

In addition to its outstanding revenue and general obligation bonds referenced above, the City has loans payable to the New Mexico Finance Authority, on a subordinate basis by various revenue sources. The table below summarizes the outstanding loans of the City as of August 1, 2021.

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	$30,945,000
Drinking Water Loan (Buckman DW-2)	15,150,000	1.75%*	June 2029	9,069,552
College Acquisition(1)(2)	29,615,000	4.19%-6.07%	June 2036	24,140,000
Drinking Water Loan (Buckman DW-4)	2,525,000	1.75%*	June 2035	2,080,017
Fire Equipment	917,815	0.84%-1.63%	May 2025	815,340
Recycle Carts	1,300,582	0.96%-2.34%	May 2024	1,047,049
Transit Buses	3,500,000	1.46%-3.12%*	June 2026	2,436,749
Taxable College Acquisition Refunding Loan(1)	23,705,000	2.36%-3.92%	June 2039	21.905,000
Taxable Parking Improvements Loan(1)	1,575,000	1.91%-2.15%	June 2027	1,195,000
Total Loan Obligations	$223,078.497			$93,644,707

(1) Secured by a Subordinate lien on Pledged Gross Receipts Tax Revenues.
(2) College Acquisition debt was paid from a lease with Laureate Education. The City is evaluating alternative uses of the asset and sources of revenue to pay debt service in connection with this financing.
(3) Secured by the .25% Municipal Local Option Gross Receipts Tax.
* Interest rate does not include NMFA administration fee.

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.

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, 2013 through June 30, 2017. The General Fund is not pledged to the payment of principal of or interest on the Bonds. 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, 2017, see "Management's Discussion and Analysis" included in the attached financial statements.

GENERAL FUND REVENUES AND EXPENDITURES HISTORY[1]

Revenues:	**2016**	**2017**
Taxes:		
Gross Receipts	$55,427,303	$57,939,139
Motor	407,436	408,485
Property	3,540,610	6,827,420
Franchise	3,650,602	4,090,448
Licenses and permits	2,760,196	3,533,969
Intergovernmental revenues	121,698	63,430
Fees and charges for services	10,935,407	10,049,108
Fines and forfeitures	373,917	304,712
Rents, royalties and concessions	26,448	23,189
Investment income (loss)	61,850	21,102
Other Revenues	58,869	113,885
Total Revenues	77,364,336	83,374,887
Expenditures:		
Current:		
General government	19,806,687	19,398,901
Public safety	33,986,877	38,588,216
Public works	2,985,705	4,152,864
Community development	4,985,731	4,671,829
Culture and recreation	7,583,676	8,116,334
Education	2,600,930	2,619,374
Total current expenditures	71,949,606	77,547,518
Capital outlay:		
General government	86,578	182,505
Public safety	185,915	1,111,775
Public works	35,445	18,461
Community development	1,038	11,220
Culture and recreation	129,043	170,166
Education	5,709	2,581
Total capital outlay expenditures	443,728	1,496,708
Total expenditures	72,393,334	79,044,226
Excess (deficiency) of revenues over expenditures	4,971,002	4,330,661
Other financing sources (uses):		
Sale of capital assets	-	
Transfers in	6,567,805	459,980
Transfers out	(5,664,434)	(12,337,130)
Total other financing sources (uses)	903,371	(11,877,150)
Net change in fund balances	5,874,373	(7,546,489)
Fund balances, beginning of year	15,073,816	20,948,189
Prior period adjustment	-	838,940
Fund balances, beginning of year as restated	-	21,787,129
Fund Balances, end of year	**$20,948,189**	**$14,240,640**

Source: City of Santa Fe, Comprehensive Annual Financial Reports, 2016-2017

[1] Due to changes in the presentation and categories of Expenditures beginning in Fiscal Year 2018, General Fund Revenues and Expenditures for Fiscal Years 2018 through 2020 appear in a separate table on the following page of this Official Statement.

GENERAL FUND REVENUES AND EXPENDITURES HISTORY, continued[1]

Revenues:	**2018**	**2019**	**2020**
Taxes:			
Gross Receipts	$64,915,409	$69,349,581	
Motor	416,819	451,466	
Property	9,044,751	8,351,923	
Franchise	4,378,595	4,831,198	
Licenses and permits	4,180,409	3,830,105	
Intergovernmental revenues	830,182	658,457	
Fees and charges for services	11,029,389	8,184,123	
Fines and forfeitures	241,812	220,332	
Rents, royalties and concessions	24,117	54,145	
Investment income (loss)	17,555	135,205	
Other Revenues	196,673	15,494	
Total Revenues	95,275,711	96,082,029	
Expenditures:			
Current:			
Salaries, Wages and Fringe Benefits	63,631,053	63,349,960	
Contractual Services and Utilities	8,461,617	6,562,797	
Repairs and Maintenance	626,908	723,530	
Supplies	2,481,634	2,280,306	
Capital Outlay- Inventory-Exempt Items	859,766	413,363	
Insurance Premiums	3,097,678	3,065,785	
Claims and Judgments	--	--	
Other	9,126,687	5,965,642	
Total current expenditures	88,285,343	82,361,383	
Capital outlay	1,026,742	1,041,843	
Debt Service:			
Principal Payments	--	--	
Interest	--	--	
Bond Issuance Costs	--	--	
Total expenditures	89,312,085	83,403,226	
Excess (deficiency) of revenues over expenditures	5,963,626	12,678,803	
Other financing sources (uses):			
Transfers in	1,658,068	1,070,509	
Transfers out	(6,739,886)	(4,500,562	
Proceeds from Sale of Capital Assets	100	44,722	
Bond Proceeds	--	--	
Premiums on Bond Issues	--	--	
Total Other Financing Sources (Uses)	(5,081,718)	(3,385,331)	
Net change in fund balances	881,908	9,293,472	
Fund balances, beginning of year	14,240,640	15,122,548	
Fund Balances, end of year	**$ 15,122,548**	**$24,416,020**	

Source: City of Santa Fe, Comprehensive Annual Financial Reports, 2018-2020

[1] Due to changes in the presentation and categories of Expenditures beginning in Fiscal Year 2018, General Fund Revenues and Expenditures for Fiscal Years 2016 and 2017appear in a separate table on the preceding page of this Official Statement.

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
2010	81,030	144,170	2,064,756
2011	81,621	145,378	2,077,756
2012	82,022	146,157	2,083,784
2013	82,339	146,754	2,085,193
2014	82,594	147,329	2,083,024
2015	82,880	147,708	2,080,328
2016	83,287	148,651	2,081,015
2017	83,776	148,750	2,088,070
2018	83,875	148,758	2,093,000
2019	84,612	150,358	2,097,000
2020			

Source: City of Santa Fe Audited Financial Statement for Fiscal Year 2019.

The following table provides an estimated age profile of the City's 2016 population from the U.S. Census Bureau's 2016 American Community Survey, and comparative data for the County, State and the United States:

Percent of Population

Age Group	City of Santa Fe	New Mexico	United States
0 – 19	22.10%	27.10%	26.10%
20 - 44	28.50%	32.30%	33.50%
45 - 64	28.30%	25.90%	26.30%
65+	21.10%	14.70%	14.10%

Source: City of Santa Fe Audited Financial Statements for Fiscal Year Ending June 30, 2019

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), and by 9.2% between 2000 and 2010, and by 23.4% between 2010 and 2015 which was largely due to annexation of unincorporated areas of Santa Fe County into the City.

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
2019	$60,276	$43,803	$56,469
2018	58,696	41,650	54,601
2017	54,062	39,727	52,114
2016	53,560	39,008	50,004
2015	51,086	38,306	48,998
2014	49,647	37,196	47,050
2013	46,545	35,090	44,826
2012	47,558	35,723	44,588
2011	46,495	34,998	42,713

Source: U.S. Bureau of Economic Analysis.

The following table displays the number of occupations by category and year in the Santa Fe MSA.

Employment By Occupational Category- Santa Fe MSA

Occupation	2016	2017	2018	2019	2020
All Occupations	61,710	61,340	61,590	62,160	57,600
Management	3,880	3,660	3,660	3,680	3,610
Business and Financial Operations	3,960	3,880	4,030	4,280	4,310
Computer and Mathematical	1,290	1,370	1,530	1,580	1,460
Architecture and Engineering	770	780	790	760	710
Life, Physical and Social Science	770	800	830	810	850
Community and Social Service	1,260	1,290	1,290	1,320	1,170
Legal	820	780	760	810	820
Educational, Instructional and Library	3,400	3,630	3,680	3,640	3,540
Arts, Design, Entertainment, Sports, and Media	1,080	1,070	780	1,000	990
Healthcare Practitioners and Technical	3,000	2,980	3,170	3,170	3,000
Healthcare Support	1,550	1,580	1,540	2,740	2,180
Protective Service	2,210	2,100	2,150	2,220	1,780
Food Preparation and Serving Related	7,560	7,430	7,730	7,830	6,300
Building and Grounds Cleaning and Maintenance	2,300	2,420	2,500	2,830	2,490
Personal Care and Service	3,210	3,380	3,190	1,400	1,240
Sales and Related	7,240	6,780	6,570	6,610	6,190
Office and Administrative Support	9,450	9,580	9,620	8,700	8,250
Farming, Fishing and Forestry	40	40	*	*	70
Construction and Extraction	2,520	2,480	2,530	2,550	2,660
Installation, Maintenance and Repair	1,840	1,840	1,870	2,010	1,980
Production	1,290	1,320	1,310	1,180	1,190
Transportation and Material Moving	2,270	2,150	2,060	3,000	2,810

Source: U.S. Bureau of Labor Statistics.

The following table sets forth the average annual employment figures for the Santa Fe MSA.

	2016	2017	2018	2019	2020
Labor Force	74,060	74,071	74,640	74,198	71,346
Employed	7,0098	70,347	71,548	71,109	65,455
Unemployed	3,962	3,724	3,092	3,089	5,891
Unemployment Rate	5.3%	5.0%	4.1%	4.2%	8.3%

Source: U.S. Bureau of Labor Statistics.

Annual Average Unemployment Per Year

Calendar Year	Santa Fe MSA	New Mexico	United States
2020	8.3%	8.5%	8.1%
2019	4.2%	5.0%	3.7%
2018	4.1%	4.9%	3.9%
2017	5.0%	6.1%	4.4%
2016	5.3%	6.8%	4.9%
2015	5.4%	6.6%	5.3%
2014	5.4%	6.6%	6.2%
2013	5.6%	6.9%	7.4%
2012	5.6%	7.0%	8.1%
2011	6.0%	7.2%	8.9%

Source*:* U.S. Bureau of Labor Statistics.

Santa Fe MSA--Major Employers

Employer	Business Type	Number of Employees
State of New Mexico	Government	25,984
Christus St. Vincent Hospital	Health Care	2,274
Santa Fe Public Schools	Education	1,913
City of Santa Fe	Government	1,472
WalMart	Retail	1,250
Santa Fe Community College	Education	950
County of Santa Fe	Government	919
Santa Fe Opera	Fine Arts	791
Albertson's	Retail	650
Peters Corporation	Fine Arts	518
Total Top 10		36,721

Source: New Mexico Department of Labor, 2019

Construction Permits

Calendar Year	Issued	Value
2011	4,161	105,449,986
2012	4,751	179,671,299
2013	5,068	125,419,309
2014	4,688	113,830,876
2015	4,771	106,656,654
2016	4,955	162,954,112
2017	4,904	150,608,250
2018	6,337	245,227,939
2019	6,801	289,241,144
2020		

Source: City of Santa Fe Building Inspector's Office (estimated).

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 the 5th largest school district in the State with a 2017-2018 120-day enrollment of 12,983 students. The District operates 31 school sites, including 21 elementary schools, 6 middle schools, 3 high schools, and 1 international magnet school. These schools include 5 community schools, 4 charter schools, 1 academy, and 1 early childhood center. The District's educational program 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, with a faculty of approximately 395 (full and part-time), serving approximately 5,800 students (credit enrollment).

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 475 students, with a faculty-student ratio of 1:8. 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.

LITIGATION AND INSURANCE

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, the levy or collection of the Pledged Revenues, the 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.

The City maintains insurance on its assets and operations and believes its coverages are customary for similar entities insuring similar operations and assets. The City maintains a risk management reserve.

TAX EXEMPTION

General

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 will render 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 Municipal Advisor, the Underwriters, 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 Discount

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. The amount of original issue discount deemed received by the holder is excludable from gross income of the holder for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. 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.

Original Issue Premium

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.

FINANCIAL STATEMENTS

Appendix A contains excerpts from Audited Financial Statements of the City for the fiscal year ended June 30, 2020. The audited financial statements referred to above have been audited by CliftonLarsonAllen LLP, New Mexico, independent certified public accountants (the "Auditor"), whose report with respect thereto (the "Report") also appears in Appendix A hereto. The Report states that, in the Auditor's opinion,

> [E]xcept for the effects of the matters described in the "Basis for Qualification on Governmental Activities, Business-Type Activities, Major Enterprise Funds and Aggregate Remaining Fund Information paragraph, the financial statements referred to [in the Report] present fairly, in all material respects the financial position of the governmental activities, the business-type activities and Major Enterprise Funds of the City of Santa Fe as of June 30, 2020, and the respective changes in financial positions and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The Report states that the basis for the qualification to the Auditor's opinion is as follows:

> The City lacks the adequate controls and processes to appropriately track and substantiate costs allocated to a specific capital asset project. As such, we were unable to obtain sufficient appropriate audit evidence related to construction in process. Additionally, the City does not have an adequate close-out process pertaining to the completion of a project and reclassification of the project to depreciable capital assets. The City also could not confirm it had reviewed capital assets for the impairment, substantiate the underlying value for capital assets, or adequately account for the physical location of capital assets.

The City has adopted a Corrective Action Plan (the "CAP") to address the findings in the Report, and is in the process of implementing the steps identified in the CAP. The foregoing information is only a summary of the Auditor's qualified opinion, and readers of this Official Statement are advised to review the Report in its entirety, including the Schedule of Findings and Questioned Costs, as well as the Management Response of the City to each individual finding, which are included in Appendix A hereto.

The Bonds are not payable from any revenues or funds of the City other than as set forth in the Official Statement. The financial statements are included for informational purposes only. The Auditor has not been engaged to perform and has not performed any procedures with respect to the financial information or any other information in this Official Statement. Copies of the City's comprehensive annual financial report may be requested from the City's Finance Department, 200 Lincoln Avenue, P.O. Box 909, Santa Fe, New Mexico 87504.

FINANCIAL ADVISOR

Hilltop Securities Inc. is employed as Financial Advisor to the City in connection with the issuance of the Bonds. The Financial 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 Financial 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 Financial Advisor to the City has provided the following sentence for inclusion in this Official Statement. The Financial 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 Financial 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 B. 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 McSherry, Esq., City Attorney. Certain legal matters will be passed upon for the Underwriters by McCall, Parkhurst & Horton L.L.P., Dallas, Texas

RATINGS

The City has received a rating of "AA+" on the Bonds from Fitch Ratings Group ("Fitch") and has received a rating of "AA+" from S&P Global Ratings, a division of the McGraw-Hill Companies, Inc. ("S&P"). An explanation of the significance of the ratings given by Fitch and S&P, respectively, 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 Underwriters have 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.

CONTINUING DISCLOSURE

In connection with the issuance of the Bonds, the City will execute a Continuing Disclosure Undertaking, in the form attached hereto as Appendix D, under which it will agree for the benefit of the owners of the 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, timely notice of certain events and notice of certain events as required by Rule 15c2-12.

The City previously entered into continuing disclosure agreements in accordance with SEC Rule 15c2-12. The City amended its then-existing continuing disclosure agreements effective December 18, 2008 to change the report date from January 1 to April 1. Updates were not timely filed for fiscal year 2017 for the table entitled "Monthly Residential and Commercial Wastewater Fees" as required by the continuing disclosure agreement executed in connection with the issuance of the City's 2012B Bonds. Updates to the table entitled "Rates for New Meter Installs" for fiscal year 2017 were not timely filed as required by the continuing disclosure agreement executed in connection with the City's 2016 Bonds. Additionally, the audited financials and operating data for fiscal years 2016 and 2017 were not associated with all of the relevant CUSIPs. The City has made corrective filings and has filed a notice of failure to file the required information. Other than as described herein, the City 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.

UNDERWRITING

_____ (together, the "Underwriters") have agreed, subject to certain customary conditions, to purchase the Bonds at a price equal to the initial offering prices to the public, as shown on the inside cover page hereof, less an Underwriters' discount of $_____. The Underwriters' obligations are subject to certain conditions precedent, and the Underwriters will be obligated to purchase all of the Bonds, if any Bonds are purchased. The Bonds to be offered to the public may be offered and sold to certain dealers (including the Underwriters and other dealers depositing Bonds into investment trusts) at prices lower than the public offering prices of such Bonds and such public offering prices may be changed, from time to time, by the Underwriters.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

RBC Capital Markets, LLC ("RBCCM") has provided the following information for inclusion in this Official Statement. RBCCM is a full-service financial institution engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, RBCCM may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). RBCCM may engage in transactions for its own accounts involving the securities and instruments made the subject of this securities offering or other offerings of the City. RBCCM may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the City. RBCCM may make a market in credit default swaps with respect to municipal securities in the future.

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, to my knowledge and belief, this Official Statement is true, 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 has been authorized by the City Council of the City of Santa Fe. The Official Statement is hereby duly approved by the Council as of the date on the cover page hereof.

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

APPENDIX A

EXCERPTS FROM AUDITED FINANCIAL STATEMENTS OF THE CITY OF SANTA FE, NEW MEXICO FOR THE YEAR ENDED JUNE 30, 2030

The City has not requested the consent CliftonLarsonAllen LLP, which performed the audit of the City's financial statements, to the inclusion of the audit report and excerpts thereof in this Official Statement, and the auditor has not conducted a post-audit review of those financial statements.

APPENDIX B

FORM OF BOND COUNSEL OPINION

_____, 2032

City of Santa Fe
Santa Fe, New Mexico

$_____
City of Santa Fe, New Mexico
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds
Series 20121

Ladies and Gentlemen:

We have acted as bond counsel to the City of Santa Fe, New Mexico (the "City") in connection with the issuance and sale of its $_____ Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021 (the "Bonds"). The Bonds are issued pursuant to the Constitution and laws of the State of New Mexico (the "State") and Ordinance No. 2021-___, adopted on July 28, 2021, as supplemented by the Pricing Certificate executed and delivered on _____, 2021 (as supplemented, the "Bond Ordinance"). Except as expressly defined herein, capitalized terms used herein have the same meanings as such terms have in the Bond Ordinance.

We have examined the laws of the State and the United States of America relevant to the opinions herein, and other proceedings and documents relevant to the issuance by the City of the Bonds. As to the questions of fact material to our opinion, we have relied upon representations of the City contained in the certified proceedings and other certifications furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, and subject to the assumptions and qualifications set forth below, we are of the opinion that, under existing law on the date of this opinion:

1. The Bonds are valid and binding special, limited obligations of the City under and in accordance with the Bond Ordinance.

2. The Bond Ordinance has been duly authorized, executed and delivered by the City and the provisions of the Bond Ordinance are valid and binding on the City.

3. The Bonds are payable as to principal and interest solely from, and are secured by a pledge (but not an exclusive pledge) of Pledged Revenues of the City, as more fully described in the Bond Ordinance. The owners of the Bonds have no right to have taxes levied by the City for the payment of principal of or interest on the Bonds and the Bonds do not represent or constitute a debt or pledge of, or a charge against, the general credit of the City.

4. The Bond Ordinance creates the lien on the Pledged Revenues that it purports to create.

5. Under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes. We are also of the opinion that interest on the Bonds is not an item of tax preference for purposes of calculating the alternative minimum tax imposed on individuals under provisions contained in the Internal Revenue Code of 1986, as amended (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. 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.

6. 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 5 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 opinions expressed herein are based upon existing law as of the date of issuance and delivery of the Bonds. We express no opinion as of any date subsequent hereto, and our engagement with respect to the Bonds has concluded with their issuance. We disclaim any obligation to update this opinion.

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 as of the date of issuance and delivery of the Bonds 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.

As bond counsel, 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 of interest on, or the ownership of, the Bonds except those specifically addressed in Paragraphs 5 and 6 above.

Respectfully submitted,

APPENDIX C

DEFINITIONS OF CERTAIN TERMS IN THE BOND ORDINANCE

Definitions. The terms in this section are defined for all purposes of the Ordinance and of any ordinance amendatory or supplemental, or relating, and of any instrument or document appertaining, except where the context by clear implication otherwise requires, shall have the following meanings:

"Act" means the general laws of the State, including Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the Governing Body relating to the issuance of the Bonds, including this Ordinance.

"Authorized Officer" means the following officers of the City: Mayor, City Manager, City Finance Director, or other officer of the City when designated by a certificate signed by the Mayor of the City from time to time, a certified copy of which shall be delivered to the Paying Agent and the Registrar.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized for expertise in the area of municipal bonds and the exemption of interest on municipal bonds from federal income taxation.

"Bond Purchase Agreement" means the bond purchase agreement between the City and the Underwriters in connection with the negotiated sale of the Bonds, the form of which has been presented to the Governing Body in connection with the Bond Ordinance. been presented to the Governing Body in connection with the Bond Ordinance.

"Bonds", "2021 Bonds" or "Series 2021 Bonds" means the "City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021", which are authorized by the Bond Ordinance.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) any day on which the following offices are authorized or required to remain closed: offices of the City and of banks located in the cities in which the principal offices of the Paying Agent and Registrar are located or (iii) a day on which the New York Stock Exchange is closed.

"City," "Municipal," or "Municipality" means the municipal corporation and body corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

"Continuing Disclosure Undertaking" means the continuing disclosure undertaking with respect to the Bonds to be executed on the date of issuance and delivery of the Bonds to the Underwriters, the form of which in included in the Preliminary Official Statement approved pursuant to the Bond Ordinance.

"Costs of Issuance" means all costs relating to issuance of the Bonds, including, without limitation, costs of advertising and publication, costs of preparing the Bonds, fees and expenses of the financial advisor, bond counsel, the Paying Agent, the Registrar, the rating fees and other reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the issuance of the Bonds.

"Credit Facility" means a letter of credit, standby bond purchase agreement, line of credit, bond insurance policy or reserve account insurance policy, guaranty or similar agreement provided by a bank, insurer or other provider of a Credit Facility rated, at the time the Credit Facility is provided, "A" or better by Fitch and S&P (if such rating agencies are then rating the Bonds), including any substitute therefor, to provide support to pay the purchase price of, or the payment of the principal of and interest on, Obligations.

"Cross-over Refunding Bonds" means bonds or obligations issued for the purpose of refunding Obligations if the proceeds thereof are irrevocably deposited in escrow to secure repayment on an applicable redemption date or maturity date of the principal of and redemption premium on the related Obligations being refunded and the earnings on such escrow are required to be used to pay interest on the Cross-over Refunding Bonds.

"Debt Service Requirements" for any period means the sum of: (i) the amount required to pay the interest, or to make reimbursements for payments of interest, becoming due on the applicable Obligations during such period; plus (ii) the amount required to pay the principal or accreted value, or to make reimbursements for the payment of principal or accreted value, becoming due on the applicable Obligations during that period, whether at maturity, an accretion term date or upon mandatory sinking fund redemption dates, plus (iii) any net periodic payments on a notional amount required to be made by the City pursuant to a Qualified Exchange Agreement minus (iv) any net periodic payments on a notional amount to be received by the City pursuant to a Qualified Exchange Agreement.

(a) No payments required on the applicable Obligations shall be included in any computation of Debt Service Requirements for any computation period prior to the maturity or otherwise certain due dates thereof which may occur because of the exercise of an option by the City, or which may otherwise become due by reason of any other circumstance or contingency, including acceleration, which constitute other than regularly scheduled payments of principal, accreted value, interest or other regularly scheduled payments on the applicable Obligations.

(b) Debt Service Requirements required to be made pursuant to a Qualified Exchange Agreement shall be based upon the actual amount required to be paid by the City, if any, to the Qualified Counterparty. In determining that amount, any payments required to be made by either party to the Qualified Exchange Agreement at a Variable Exchange Rate shall be computed, in determining the obligation of the City under the Qualified Exchange Agreement, using the procedures set forth in the applicable sections of this Ordinance.

(c) The computation of interest for the purposes of this definition shall be made without considering the interest rate payable pursuant to a Credit Facility, unless, at the time of computation of Debt Service Requirements, payments on Obligations are owed to, or Obligations are owned or held by, the provider of a Credit Facility pursuant to the provisions of that Credit Facility.

(d) The accreted value of capital appreciation bonds shall be included in the calculation of interest and principal only for the applicable year during which the accreted value becomes payable.

(e) In any computation of Debt Service Requirements relating to the issuance of additional Parity Obligations:

(1) There shall be deducted from that computation (i) amounts on deposit in an escrow account related to an issue of Cross-over Refunding Bonds and (ii) proceeds of a series of Obligations deposited to the credit of an account for the payment of capitalized interest on Obligations included as part of the computation during the applicable period.

(2) There may be made the adjustment to the Debt Service Requirements applicable to Bond Anticipation Notes described in Paragraph E of Sections 21 and 23 of the Ordinance.

(f) Except as provided in Paragraph F of Section 21, the purchase or tender price of Put Obligations resulting from the optional or mandatory tender or presentment for purchase of those Put Obligations shall not be included in any computation of Debt Service Requirements.

"Depository" means The Depository Trust Company, New York, New York, or such other securities depository as may be designated by an officer of the City.

"Environmental Services Gross Receipts Tax" means the environmental services gross receipts tax imposed pursuant to Section 7-19D-10 NMSA 1978 by the Environmental Services Gross Receipts Tax Ordinance on persons engaging in business in the City in the amount of 1/16th of one percent (0.0625%) of the gross receipts of such persons.

"Environmental Services Gross Receipts Tax Ordinance" means City Ordinance No. 1993-20 imposing the Environmental Services Gross Receipts Tax, as amended.

"Environmental Services Gross Receipts Tax Revenue Fund" means the "City of Santa Fe, New Mexico Environmental Services Gross Receipts Tax Revenue Fund," maintained by the City and continued in Section 17 of this Ordinance, into which the City shall deposit the Environmental Services Gross Receipts Tax Revenues.

"Environmental Services Gross Receipts Tax Revenues" means the environmental services gross receipts tax revenues received by the City pursuant to Section 7-19D-10 NMSA 1978 and the Environmental Services Gross Receipt Tax Ordinance.

"Exchange Act" means Section 6-18-8.1 NMSA 1978, as amended and supplemented.

"Exchange Termination Payment" means the net amount payable pursuant to a Qualified Exchange Agreement by the City or a Qualified Counterparty to compensate the other party for any losses and costs that such other party may incur as a result of the early termination of the obligations, in whole or in part, of the parties under such Qualified Exchange Agreement.

"Federal Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Fiscal Year" for the purposes of this Ordinance means the twelve months commencing on the first day of July of any calendar year and ending on the last day of June of the next calendar year; but it may mean any other 12-month period which the City hereafter may establish.

"Fitch" means Fitch Ratings Group, its successors and their assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

"Fixed Exchange Rate" means a fixed rate of interest payable by the City or a Qualified Counterparty pursuant to a Qualified Exchange Agreement.

"Governing Body" means the members of the governing body designated as councilors who, together with the mayor, are the governing body of the City.

"Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or certificates or receipts established by the United States Government or its agencies or instrumentalities representing direct

ownership of future interests or principal payments on direct obligations of, or obligations fully guaranteed by, the United States of America or any of its agencies or instrumentalities the obligations of which are backed by the full faith and credit of the United States.

"Historic Test Period" means any twelve consecutive calendar months designated by an Authorized Officer from time to time out of the eighteen-calendar months next preceding the date of adoption of the City ordinance authorizing the issuance of additional Obligations without regard to any resolution or ordinance supplementing or amending the authorizing ordinance.

"Improvement Project" means constructing, purchasing, furnishing, equipping, rehabilitating, making additions to or making improvements to public buildings and facilities, or purchasing or improving any ground relating to, or any combination of the foregoing purposes, and reconstructing, resurfacing, maintaining, acquiring rights of way, repairing and otherwise improving municipal alleys, streets, public roads and bridges or any combination of the foregoing purposes and paying the costs of issuance of the Bonds.

"Independent Accountant" means (A) an accountant employed by the State of New Mexico and under supervision of the State Auditor of the State of New Mexico, or (B) any registered or certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the City, who (1) is, in fact, independent and not under the domination of the City, (2) does not have any substantial interest, direct or indirect, with the City, and (3) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

"Infrastructure Gross Receipts Tax" means the infrastructure gross receipts tax imposed pursuant to Section 7-19D-11 NMSA 1978 by the Infrastructure Gross Receipts Tax Ordinance on persons engaged in business in the City in an amount of 1/16th of one percent (0.0625%) of the gross receipts of such persons.

"Infrastructure Gross Receipts Tax Ordinance" means City Ordinance No. 1993-21 imposing the Infrastructure Gross Receipts Tax, as amended.

"Infrastructure Gross Receipts Tax Revenue Fund" means the "City of Santa Fe Infrastructure Gross Receipts Tax Revenue Fund" maintained by the City and continued in Section 17 of the Ordinance, into which the City shall deposit the Infrastructure Gross Receipts Tax Revenues.

"Infrastructure Gross Receipts Tax Revenues" means the infrastructure gross receipts tax revenues received by the City pursuant to Section 7-19D-11 NMSA 1978 and the Infrastructure Gross Receipts Tax Ordinance.

"Insured Bank" means any federally or state-chartered savings and loan association or federally or state-chartered commercial bank, the deposits of which are insured by the Federal Deposit Insurance Corporation and which has, or is the lead bank of a parent holding company which has (i) unsecured, uninsured and unguaranteed obligations which are rated AA or better by Fitch and S&P or (ii) combined capital, surplus and undivided profits of not less than $10,000,000.

"Moody's" means Moody's Investors Service, its successors and their assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

"Obligations" means bonds, notes or any other instrument which evidences a borrowing or other obligation of the City, including Qualified Exchange Agreements, secured by Pledged Gross Receipts Tax

Revenues, issued or incurred for any purpose permitted by the Act or the Exchange Act, as amended from time to time.

"One-Half Percent Municipal Gross Receipts Tax Ordinance" means City of Santa Fe Ordinance No. 1981-45 imposing a one-half of one percent municipal gross receipts tax.

"One-Half Percent Municipal Gross Receipts Tax Revenue Fund" means the "City of Santa Fe, New Mexico One-Half Percent Municipal Gross Receipts Tax Revenue Fund" maintained by the City and continued in Section 17 of this Ordinance, into which the City shall deposit the One-Half Percent Municipal Gross Receipts Tax Revenues.

"One-Half Percent Municipal Gross Receipts Tax Revenues" means those revenues received by the City pursuant to the Municipal Local Option Gross Receipts Taxes Act, Sections 7-19D-1 through 7-19D-12 NMSA 1978, and the One-Half Percent Municipal Gross Receipts Tax Ordinance.

"Ordinance" means City Ordinance 2018-25 as amended or supplemented from time to time.

"Parity Subordinate Lien Gross Receipts Tax Obligations" or "Parity Subordinate Obligations" means the Bonds, the Series 2012B Bonds, the Series 2013B Bonds, the Series 2016C Bonds, and the Series 2016D Bonds, the Series 2017 Taxable Bonds, The Series 2018 Gasoline Tax/Subordinate Lien GRT Bonds, the 2019 Finance Authority Refunding Loan, the 2019 Finance Authority Parking Improvements Loan, any scheduled periodic payments (but not Exchange Termination Payments) required to be made by the City pursuant to a Qualified Exchange Agreement, and any other Obligations hereafter issued or incurred payable from the Pledged Gross Receipts Tax Revenues and issued with a lien on the Pledged Gross Receipts Tax Revenues on parity with the lien thereon of the Bonds.

"Paying Agent" means BOKF, NA, as agent for the City for the payment of the Bonds, the interest thereon, and any successor.

"Permitted Investments" means any of the following which at the time of such investment are legal investments for the City pursuant to adopted City investment policies and the laws of the State:

(a) Government Obligations;

(b) Obligations of, or obligations guaranteed as to principal and interest by any agency or instrumentality of the United States which are backed by the full faith and credit of the United States, including, but not limited to: General Services Administration--participation certificates; Government National Mortgage Association (GNMA)--GNMA guaranteed mortgage-backed securities and GNMA guaranteed participation certificates; U.S. Department of Housing & Urban Development--local authority bonds; and U.S. Export-Import Bank--all fully guaranteed obligations;

(c) Obligations of the following government-sponsored agencies: Federal Home Loan Mortgage Corporation--participation certificates and senior debt obligations; Farm Credit System--consolidated system-wide bonds and notes; Federal Home Loan Banks--consolidated debt obligations; Federal National Mortgage Association--senior debt obligations and mortgage-backed securities (excluding stripped mortgage securities which are valued greater than par on the portion of unpaid principal); Student Loan Marketing Association--senior debt obligations (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date) and letter of credit backed issues; Financing Corporation--debt obligations; and Resolution Funding Corporation--debt obligations;

(d) Bank time deposits evidenced by certificates of deposit and bankers acceptances issued by an Insured Bank, provided that such time deposits and bankers' acceptances (1) do not exceed at

any one time in the aggregate five percent (5%) of the combined total of the capital, surplus and undivided profits of such Insured Bank, or (2) are secured by obligations described in paragraphs (a), (b), (c) and (h) of this definition which obligations at all times have a market value (exclusive of accrued interest) at least equal to 102% of such time deposits so secured;

(e) Obligations, other than specified private activity bonds (as defined in Section 57(a)(5)(C) of the Internal Revenue Code, as amended (the "Tax Code")), the interest on which is excluded from gross income of the recipient for federal income tax purposes and any other instrument which does not constitute "investment property" under Section 148 of the Tax Code (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date), as amended from time to time, which is rated in the highest major Rating Category by S&P and Fitch (if such rating agency is then rating the Bonds);

(f) Money market instruments and other securities of commercial banks, broker-dealers or recognized financial institutions, which securities or instruments are rated in the highest Rating Category by S&P and Fitch, (if such rating agency is then rating the Bonds), or which securities are guaranteed by a person or entity whose long-term debt obligations are rated in the highest Rating Category by S&P and Fitch (if such rating agency is then rating the Bonds) including, without limitation, securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the provisions or 15 U.S.C. Sections 80(a)-1 et. seq., which invest only in, or whose securities are secured only by, obligations of the type set forth in paragraphs (a), (b), (c) and (h) of this definition;

(g) Stripped Securities: (1) U.S. Treasury STRIPS and (2) REFCORP STRIPS (stripped by Federal Reserve Bank of New York);

(h) Repurchase agreements involving the purchase and sale of, and guaranteed investment contracts, the par value of which is collateralized by a perfected first pledge of, or security interest in, or the payments of which are unconditionally guaranteed by, securities described in parts (a), (b), (c) and (h) of this definition, which collateral is held by the City, or for the benefit of the City, by a party other than the provider of the guaranteed investment contract or repurchase agreement, with a collateralized value of at least 102% of the par value of such repurchase agreement or guaranteed investment contract or 102% of the market value thereof, valued at intervals of no less than monthly and which collateral is not subject to any other pledge or security interest; and

(i) Such other investments as are now or may be hereafter authorized as legal investments for the City by the legislature of the State under Section 6-10-10 NMSA 1978, or a similar statutory provision applicable to the City, provided that such investment is rated, at the time of purchase, "A" or better by Fitch and "A" or better by S&P (if such rating agency is then rating the Bonds).

"Pledged Gross Receipts Tax Revenues" means, collectively, (1) the State-Shared Gross Receipts Tax Revenues; (2) the One-Half Percent Municipal Gross Receipts Tax Revenues; (3) the Infrastructure Gross Receipts Tax Revenues; (4) the portion of the gross receipts tax distribution to the City made pursuant to Section 7-1-6.46 NMSA 1978, which represents the amount of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues, and Infrastructure Gross Receipts Tax Revenues that would have been remitted to the City but for the deductions provided by Section 7-9-92 and 7-9-93 NMSA 1978 and any similar distributions made to the City in lieu of State-Shared Gross Receipts Tax Revenues, One-Half Percent Municipal Gross Receipts Tax Revenues and Infrastructure Gross Receipts Tax Revenues pursuant to law; and (5) any other gross receipts tax revenues received by the City, whether from distribution by the State or pursuant to gross receipts taxes imposed by the City, and hereafter (i.e. after the adoption of this Ordinance) pledged to the payment of the Bonds by affirmative act

of the Governing Body.

"Pledged Revenues" means the Pledged Gross Receipts Tax Revenues.

"Preliminary Official Statement" and "Official Statement" means the disclosure documents utilized by the Purchaser in connection with the offer and sale of the Bonds to investors.

"Pricing Certificate" means the certificate setting forth the maturity dates, principal amounts, prices, redemption features and other final terms of the Bonds.

"Purchaser" means the Underwriters.

"Put Obligations" means any Obligations which have put or similar features requiring the City to purchase such Obligations upon notice from the owners thereof.

"Qualified Counterparty" means, with respect to a Qualified Exchange Agreement, any party whose senior long term debt obligations, or whose obligations under a Qualified Exchange Agreement are guaranteed by a party whose senior long term debt obligations, are rated (at the time of execution of the Qualified Exchange Agreement) in one of the top two Rating Categories by Fitch and S&P.

"Qualified Exchange Agreement" means any financial arrangement between the City and a Qualified Counterparty which satisfies the requirements of the Exchange Act at the time the agreement is entered into.

"Rating Category" means a generic securities rating category, without regard, in the case of a long-term rating category, to any refinement or gradation of such long-term rating category by a numerical modifier or otherwise.

"Refunded Bonds" means the Refunded Series 2010B Bonds and the Refunded Series 2012A Bonds.

"Refunded Series 2010B Bonds" means the Series 2010B Bonds maturing on and after June 1, 2022.

"Refunded Series 2012A Bonds" means the Series 2010A Bonds maturing on and after June 1, 2022.

"Refunding Account" means the "City of Santa Fe, New Mexico Senior Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021, Refunding Project Account" established in Section 17 hereof and to be maintained by the City.

"Refunding Project" means (1) refunding, discharging and paying the Refunded Series 2010B Bonds, including interest accrued to the date on which the Refunded Series 2010B Bonds are refunded, (2) refunding, discharging and paying the Refunded Series 2012A Bonds, including interest accrued to the date on which the Refunded Series 2012A Bonds are refunded, and (3) paying the Costs of Issuance allocable to the Refunding Project.

"Registrar" means BOKF, N.A., as registrar and transfer agent for the Bonds, and any successor.

"Regular Record Date" means the 15th day of the calendar month (whether or not a business day) preceding each regularly scheduled interest payment date on the Bonds.

"Related Documents" means the Pricing Certificate, the Bond Purchase Agreement, the Continuing Disclosure Undertaking, the Preliminary Official Statement, the Official Statement, and any other document or agreement containing an obligation of the City as may be required in connection with the issuance of the

Bonds.

"S&P" means S&P Global, its successors and their assigns, and, if such entity is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

"Sale Price" means the amount paid by the Purchaser for its purchase of the Bonds, set forth in the Pricing Certificate and the Bond Purchase Agreement.

"Series 2021 Bond Fund" means the "City of Santa Fe Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021, Bond Fund," established in Section 17 of the Bond Ordinance.

"Series Date" means the date of issuance and delivery of the Bonds to the Purchaser.

"Special Record Date" means a special date fixed to determine the names and addresses of registered owners of the Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest thereon, all as further provided in Section 5B of the Ordinance.

"State-Shared Gross Receipts Tax Revenues" means the revenues distributed to the City monthly by the New Mexico Department of Taxation and Revenue pursuant to Sections 7-1-6 and 7-1-6.4 NMSA 1978, at the rate authorized (currently 1.225% of the gross receipts of persons doing business within the City) from the proceeds of a state-wide gross receipts tax imposed pursuant to Chapter 7, Article 9, NMSA 1978.

"State-Shared Gross Receipts Tax Revenue Fund" means the "City of Santa Fe, New Mexico State-Shared Gross Receipts Tax Revenue Fund" maintained by the City and continued in Section 17 of the Ordinance, into which the City shall deposit the State-Shared Gross Receipts Tax Revenues.

"Superior Lien Gross Receipts Tax Obligations", "Superior Tax Obligations" or "Superior Obligations" means the Series 2013A Bonds, the Series 2014 Bonds, the Series 2016A Bonds, and the Series 2016B Bonds, the Series 2018A Bonds and any other Obligations hereafter issued or incurred payable from the Pledged Gross Receipts Tax Revenues and issued with a lien on the Pledged Gross Receipts Tax Revenues superior to the lien thereon of the Bonds.

"Underwriters" means _____, as senior manager, and _____, as co-manager, the original purchasers of the Bonds, and their successors and assigns.

"Variable Exchange Rate" means a Variable Interest Rate payable by the City or a Qualified Counterparty pursuant to a Qualified Exchange Agreement.

"Variable Interest Rate" means an interest rate which varies or fluctuates from time to time.

Any provision of the Ordinance regarding a Qualified Counterparty shall be deemed to be of no effect if no Qualified Exchange Agreement is in effect or if a Qualified Counterparty is in default in its obligations under a Qualified Exchange Agreement and no amount is due and owing under a Qualified Exchange Agreement.

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

Section 1. Recitals. This Continuing Disclosure Undertaking (this "Undertaking") is executed and delivered by the City of Santa Fe, New Mexico (the "City") in connection with the issuance by the City of $_____ City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021(the "Bonds"). The Bonds are being issued pursuant to the Ordinance No. 2021-__ adopted by the City on July 28, 2021 (the "Ordinance"). In order to allow the Underwriters 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.

(a) "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") or operating date with respect to the City) delivered at least annually pursuant to Sections 3(a) and 3(b), consisting of information of the type included in the following headings of the Official Statement entitled: "INFORMATION CONCERNING GROSS RECEIPTS TAXES AND REVENUES – Historical Pledged Gross Receipts Tax Revenues and Coverages –Combined Pledged Gross Receipts Tax Revenues Report." Annual Financial Information may, but is not required to, include Audited Financial Statements.

(b) "Audited Financial Statements" means the City's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed from time to time by GASB, which financial statements have been audited by such auditor as may then be required or permitted by the laws of the State.

(c) "EMMA" means the MSRB's Electronic Municipal Market Access system located on its website at emma.msrb.org.

(d) "Event Information" means the information delivered pursuant to Section 3(d).

(e) "MSRB" means the Municipal Securities Rulemaking Board. The current address of the MSRB is 1900 Duke Street, Suite 600, Alexandria, Virginia 22314, telephone (703) 797-6600, fax (703) 797-6708.

(f) "Official Statement" means the Official Statement delivered in connection with the original issue and sale of the Bonds.

(g) "Report Date" means April 1 of each year, beginning in 2022.

(h) "Rule" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 C.F.R. Part 240, § 240.15c2-12), as the same may be amended from time to time.

(i) "SEC" means the United States Securities and Exchange Commission.

(j) "State" means the State of New Mexico.

Section 3. Provision of Annual Information and Reporting of Event 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) If Audited Financial Statements are not provided as a part of the Annual Financial Information, the City, or its designated agent, will provide unaudited financial statements as part of the Annual Financial Information. In such cases, Audited Financial Statements will be provided to EMMA when and if 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.

(d) The City, or its designated agent, will provide, to EMMA, notice of any of the following events with respect to the Bonds in a timely manner not in excess of ten (10) business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) 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 security;

(vii) modifications to rights of security holders, if material;

(viii) bond calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution or sale of property securing repayment of the securities, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or a similar event with respect to the City or an obligated person;

(xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, 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;

(xiv) appointment of a successor or additional trustee, or a change of name of a trustee, if material;

(xv) the incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and

(xvi) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(e) The City, or its designated agent, will provide to EMMA notice in a timely manner of the City's failure to timely provide the Annual Financial Information as specified in Sections 3(a) and 3(b) herein.

Section 4. Method of Transmission. Unless otherwise required by law and subject to technical and economic feasibility, the City, or its designated agent, will employ such methods of electronic or physical information transmission as are requested or recommended from time to time by EMMA, the MSRB and the SEC.

Section 5. Enforcement. The obligations of the City under this Undertaking are for the benefit of the Owners. Each Owner is authorized to take action to seek specific performance by court order to compel the City to comply with its obligations under this Undertaking, which action will be the exclusive remedy available to it or any other Owner. The City's breach of its obligations under this Undertaking will not constitute an event of default under the Ordinance and none of the rights and remedies provided by the Ordinance will be available to the Owners with respect to such a breach.

Section 6. Term. The City's obligations under this Undertaking will be in effect from and after the issuance and delivery of the Bonds and will extend to the earliest of (i) the date all principal and interest on the Bonds have been paid or legally defeased pursuant to the terms of the Ordinance; (ii) the date on which the City is no longer an "obligated person" with respect to the Bonds within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this Undertaking are determined to be invalid or unenforceable by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

Section 7. Amendments. The City may amend this Undertaking from time to time, without the consent of any Owner upon the City's receipt of an opinion of independent counsel experienced in federal securities laws to the effect that such amendment:

(a) is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law, a change in the identity, nature or status of the City or a change in the availability or character of financial information for the City;

(b) this Undertaking, as amended, would have complied with the Rule at the time of the initial issue and sale of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and

(c) the amendment does not materially impair the interests of the Owners.

Any Annual Financial Information containing amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided. If an amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information and Audited Financial Statements for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 8. Beneficiaries. This Undertaking binds and inures to the sole benefit of the City and the Owners, and creates no rights in any other person or entity.

Section 9. Special Funds. This Undertaking is subject to the availability of necessary funds from annual Pledged Revenues (as defined by the Ordinance).

Section 10. Governing Law. This Undertaking is governed by and is to be construed in accordance with the law of the State.

Date: _____, 2021

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

REFUNDING ANALYSIS

Santa Fe, New Mexico

Refund Series 2010B and 2012A

Preliminary / Subject to Change

Year	Refunded Debt Service	New Refunding Debt Service	**Savings**
2022	$ 3,533,425	$ 3,530,333	**$ 3,092**
2023	3,529,825	3,190,250	**339,575**
2024	3,531,875	3,197,250	**334,625**
2025	3,101,925	2,767,250	**334,675**
2026	3,101,850	2,766,750	**335,100**
	$ 16,798,900	$ 15,451,833	**$ 1,347,067**

Refunded Series:

Refunded Principal	$ 14,745,000
Average Rate of Refunded Bonds	4.64%
True Interest Cost (TIC) on Refunding Bonds	0.92%
Net Present Value Savings	$ 1,296,270

Percentage Savings of Refunded Bonds = 8.791%

HilltopSecurities
A Hilltop Holdings Company

SUMMARY OF REFUNDED BONDS

Santa Fe, New Mexico

Refund Series 2010B and 2012A

Preliminary / Subject to Change

Series 2010B

Date	Par Amount	Rate	Call Date
6/1/2022	$ 890,000	5.000%	6/1/2020
6/1/2023	935,000	5.000%	6/1/2020
6/1/2024	980,000	4.000%	6/1/2020
6/1/2025	590,000	4.000%	6/1/2020
6/1/2026	615,000	4.000%	6/1/2020
	$ 4,010,000		

Series 2012A

Date	Par Amount	Rate	Call Date
6/1/2022	$ 470,000	3.000%	6/1/2021
6/1/2022	1,500,000	4.000%	6/1/2021
6/1/2023	540,000	3.000%	6/1/2021
6/1/2023	1,500,000	5.000%	6/1/2021
6/1/2024	50,000	3.000%	6/1/2021
6/1/2024	2,085,000	5.000%	6/1/2021
6/1/2025	30,000	3.250%	6/1/2021
6/1/2025	2,210,000	5.000%	6/1/2021
6/1/2026	350,000	3.500%	6/1/2021
6/1/2026	2,000,000	5.000%	6/1/2021
	$ 10,735,000		

HilltopSecurities
A Hilltop Holdings Company

City of Santa Fe, New Mexico

memo

Date: June 16, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Jonathan M. Montoya, SOS Section Manager JM
Michael R. Moya, T&D Section Manager MM
Bill Huey, Water Division Engineer Associate BH

Via: Jesse D. Roach, Water Division Director JR
Shannon Jones, Public Utilities Department Director SJ

RE: Request to award bid number '21/37/B for the FY 20122 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC. ; Request approval of a BAR- Budget Increase in the amount of $542,188.

ITEM AND ISSUE:

The Water Division requests award of bid number '21/37/B for the City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for $250,000.00 plus NMGRT to each Contractor, per Fiscal Year. The Water Division is asking approval of a Budget Increase for FY 2022 to fund both contracts for FY 2022

BACKGROUND AND SUMMARY:

The City Wide Water Utility Construction Contract is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. The contract is funded with $250,000 from Transmission and Distribution for work on their infrastructure and with $250,000 from Source of Supply for work on their infrastructure. Therefore, the initial Contract amount is limited to $500,000.00 plus New Mexico Gross Receipt Tax (NMGRT) per Fiscal Year.

This is was multi-contractor award ITB to set the applicable Bid Items for future work. Each Bid Amount exceeds funding for the contract and was only used to select the winning Contractors. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items. Not every Bit Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 3, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of $905,523.00 plus NMGRT was submitted by A.A.C. Construction, LLC. A second acceptable bid was submitted by Sub Surface Contracting, Inc. for $1,169,311.25. A summary of the bids is provided below:

Bidders	Total Bid without NMGRT	Bid Including Veterans preference without NMGRT
Engineer's Estimate	$699,249.70	
A.A.C. Construction, LLC	$905,523.00	
Sub Surface Contracting, Inc.	$1,169,311.25	$1,075,749.79

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3202777
A.A.C Construction # 3202778.

FUNDING SOURCE:
The funding source is:
Water Enterprise Cash Balance/ CIP
FY 2022
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to A.A.C Construction, LLC and Sub Surface Contracting, Inc. for the City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 under ITB No. '21/37/B for $250,000.00 + NMGRT per Contractor, per Fiscal Year.

- Approval of the BAR – Budget Increase in the amount of $542,188 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval at the July 6, 2021 meeting and to the Governing Body for their final consideration and approval at the July 14, 2021 meeting.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	6/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950536	542,188	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 542,188	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for City Wide Construction

Price Agreements Award of Bid 21/37/B to A.A.C Construction and Sub Surface for

FY 2022

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(542,188)
TOTAL:	**(542,188)**

Maya Martinez 6/17/2021
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Shannon Jones
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 (Jun 17, 2021 14:00 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Sub Surface Contracting, Inc. 2) A.A.C. Construction, LLC.	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box 909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

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.

Assignment:

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Chief Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.

b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this agreement are hereby assigned to the City.

City Furnished Property: City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

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 Contractor's risk and expense, promptly after notice of rejection.

Inspection of Plant: The Chief Procurement Officer 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.

Commercial Warranty: The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. 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 of merchantability.**

Taxes: The unit price shall exclude all state taxes.

Default: The City reserves the right to cancel all or any part of this order without cost to the City, if the Contractor fails to meet the provisions of this order 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights 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 order.

Non-Collusion: In signing this bid the Contractor 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 Chief Procurement Officer or his/her designee.

Nondiscrimination: Contractor doing business with the City 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).

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.

Items: All bid items are to be NEW and of most current production, unless otherwise specified.

Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the Requesting Department in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

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.

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 Requesting Department. 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 Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the City.

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 City. The City 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 City to recover excessive or illegal payments.

Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

ARTICLES

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public bodies allowed by law 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 as 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 the City's Chief Procurement Officer, his/her designee or the Requesting Department 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.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

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
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor'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 City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V – Termination
The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement. Contractor shall give the City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City 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 City 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 City's Chief procurement Officer 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 City's Chief procurement Officer or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 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 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(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the item(s) price schedule hereto attached are firm.

Article XI – Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item#_____
Munis Contract#_____

CITY OF SANTA FE

ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP # 3057

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**,hereinafter referred to as the "City," and **SUB SURFACE CONTRACTING, INC. AND A.A.C. CONSTRUCTION**, hereinafter referred to as the "Contractor" and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The Contractor shall perform all the work required by Water Division, as required, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two hundred and fifty thousand dollars ($250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars ($21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars ($1,084,376.). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

E. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is

postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025**unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately 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.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its 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 reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. 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.

9. 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.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. 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 the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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.

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 Article 12 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 Article 12 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 Article 12 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.

14. 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 Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. 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 Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

18. Penalties for violation of law.

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 illegal bribes, gratuities and kickbacks.

19. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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.

20. 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 Section 38-3-1 (G) NMSA 1978. 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.

21. 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.

22. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

23. Other 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. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. 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.

D. 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.

24. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. 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

25. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

26. 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.

27. 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.

28. 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.

29. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Public Utilities Department
Water Division
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Sub Surface Contracting Inc.
27A Paseo de River
Santa Fe, NM 87507

30. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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:_____

CONTRACTOR:
SUB SURFACE CONTRACTING INC.

_____
NAME

General Manager
TITLE

DATE: 6-17-2021

CRS# 02104256000
Registration # 46991

ATTEST:

_____
KRISTINE BUSTOS MIHIELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2021 16:07 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.572970 AJH
Org. Name/Org#. AJH

WTR1950536

PRICE SHEETS

Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price
Construction Items					
5	35	LF	2" PVC Water Main , cip, all lengths	$30.00	$1,050.00
10	35	LF	4" PVC Water Main , cip, <1 00'	$36.00	$1,260.00
15	100	LF	4" PVC Water Ma in , cip, >1 00'	$34.00	$3,400.00
20	50	LF	6" PVC Water Main, cip, <1 00'	$42.00	$2,100.00
25	150	LF	6" PVC Water Main, cip, <1 00'	$39.00	$5,850.00
30	75	LF	8" PVC Water Main , cip, <100'	$48.00	$3,600.00
35	200	LF	8" PVC Water Main , cip, >100'	$45.50	$9,100.00
40	35	LF	10" PVC Water Ma in, cip, <1 00'	$52.00	$1,820.00
45	100	LF	10" PVC Water Ma in , cip, >100'	$49.00	$4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	$66.75	$3,337.50
55	150	LF	12" PVC Water Main , cip, >100'	$64.50	$9,675.00
60	50	LF	14" PVC Water Main , cip	$79.00	$3,950.00
65	50	LF	16" PVC Water Main , cip	$97.00	$4,850.00
70	50	LF	24" PVC Water Main, cip	$100.00	$5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	$0.00	$0.00
80	50	LF	4" DI Water Main, cip, <1 00'	$57.50	$2,875.00
85	100	LF	4" DI Water Main , cip, >1 00'	$56.00	$5,600.00
90	75	LF	6" DI Water Main, cip, <1 00'	$53.00	$3,975.00
95	250	LF	6" DI Water Main , cip, >1 00'	$51.00	$12,750.00
100	75	LF	8" DI Water Main , cip, <1 00'	$60.25	$4,518.75
105	250	LF	8" DI Water Main , cip, >100'	$58.00	$14,500.00
110	35	LF	10" DI Water Ma in, cip, < IOO'	$65.00	$2,275.00
115	100	LF	10" DI Water Main , cip, >100'	$63.00	$6,300.00
120	50	LF	12" DI Water Main , cip, <100'	$78.00	$3,900.00
125	100	LF	12" DI Water Ma i n, cip, >100'	$74.00	$7,400.00
130	50	LF	1 4" DI Water Main , cip	$87.00	$4,350.00
135	50	LF	16" DI Water Ma in, cip	$101.00	$5,050.00
140	50	LF	24" DI Water Main , cip	$159.00	$7,950.00
145	75	LF	Extra Pay for Trench Depth, 6' -8'	$8.00	$600.00
150	50	LF	Extra Pay for Trench Depth , 8'- IO '	$12.00	$600.00
155	25	LF	Extra Pay for Trench Depth, I0'-14'	$30.00	$750.00
160	20	CY	Rock Excavation	$220.00	$4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	$65.00	$19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	$24.00	$1,800.00
175	1000	LB	Fitting Installation	$4.00	$4,000.00
180	500	LB	Fitting I nsertion	$34.00	$17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	$75.00	$1,875.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	$105.00	$5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	$119.00	$5,950.00
200	20	EA	IO" Retainer Rin g/ Bolt on Flange	$121.00	$2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	$145.00	$2,900.00
210	20	EA	14" Retainer Rin g/ Bolt on Flange	$179.00	$3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	$285.00	$2,850.00
220	25	EA	4"Joint Harness	$96.00	$2,400.00

225	50	EA	6" Joint Ha rness	$130.00	$6,500.00
230	50	EA	8" Joint Harness	$155.00	$7,750.00
235	20	EA	IO" Joint Harness	$160.00	$3,200.00
240	20	EA	12" Jo int Harness	$200.00	$4,000.00
245	20	EA	14" Joint Harness	$375.00	$7,500.00
250	10	EA	16" Joint Harness	$455.00	$4,550.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	$355.00	$3,550.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	$1,400.00	$2,800.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	$1,600.00	$6,400.00
270	4	EA	Tapp ing Sleeve w/ Tap, 8" X 4" - 8"	$1,800.00	$7,200.00
275	2	EA	Tapp ing Sleeve w/ Tap, IO " X 4" - IO "	$2,100.00	$4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 1 2"	$2,300.00	$9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	$4,200.00	$4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	$2,500.00	$2,500.00
295	1	EA	Non-Preassurized Connections, 4"-10" line	$3,675.00	$3,675.00
300	1	EA	Non-Preassurized Connections, 12"-20" line	$4,100.00	$4,100.00
305	2	EA	2" CLI25 Gate Valves, cip .	$975.00	$1,950.00
310	2	EA	4" CL125 Gate Valves, cip	$1,050.00	$2,100.00
315	5	EA	6" CL125 Gate Valves, cip	$1,300.00	$6,500.00
320	5	EA	8" CLI25 Gate Va lves, cip.	$1,825.00	$9,125.00
325	1	EA	I O" CL1 25 Gate Valves, cip	$2,335.00	$2,335.00
330	2	EA	12" CL125 Gate Va l ves, cip.	$2,800.00	$5,600.00
335	1	EA	2" CL250 Gate Va lves, cip.	$945.00	$945.00
340	1	EA	4" CL250 Gate Valves, cip.	$1,925.00	$1,925.00
345	10	EA	6" CL250 Gate Valves, cip.	$2,050.00	$20,500.00
350	3	EA	8" CL250 Gate Va lves, cip.	$2,950.00	$8,850.00
355	1	EA	IO " CL250 Gate Va lves, cip.	$4,200.00	$4,200.00
360	1	EA	12" CL250 Gate Valves, cip,	$4,625.00	$4,625.00
365	1	EA	16" CL250 Gate Valves, cip.	$7,100.00	$7,100.00
370	1	EA	20" CL250 Gate Va lves, cip	$16,190.00	$16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	$23,250.00	$23,250.00
380	1	EA	1 2" CL250 Butterfly Valves , ci p.	$2,800.00	$2,800.00
385	1	EA	16" CL250 Butterfly Va lves, cip.	$4,850.00	$4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip	$6,700 00	$6,700.00
395	1	EA	24" CL250 Butterfly Valves , cip.	$9,325.00	$9,325.00
400	5	EA	Fire Hydrant, 5' or less bury, cip.	$3,125.00	$15,625.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	$840.00	$1,680.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	$1,225.00	$1,225.00
415	1	EA	Fire Hydrant Remove & Relay	$800.00	$800.00
420	1	EA	Fire Hydrant Remove & Return	$575.00	$575.00
425	1	EA	2 1/4" Flush Hydrant	$1,565.00	$1,565.00
430	1	EA	2" Blow-OfI Valve I nsta llation	$1,340.00	$1,340.00
435	1	EA	2" Pressure Relief Va lve, cip .	$6,830.00	$6,830.00
440	1	EA	3" Pressure Relief Valve , cip.	$7,075.00	$7,075.00
445	1	EA	4" Pressure Relief Valve, cip.	$8,195.00	$8,195.00
450	1	EA	6" Pressure Relief Valve, cip	$10,950.00	$10,950.00

455	1	EA	8" Pressure Relief Valve, cip.	$15,525.00	$15,525.00
460	1	EA	12" Pressure Relief Valve, cip.	$29,725.00	$29,725.00
465	1	EA	Air & Vacuum Release Valve, 1"	$2,950.00	$2,950.00
470	1	EA	Air & Vacuum Release Va lve, 2"	$4,140.00	$4,140.00
475	1	EA	Install City of Santa Fe Furnished Va lve/ Meter, 2" - 4"	$450.00	$450.00
480	1	EA	Install City of Santa Fe Furnished Va lve/ Meter, 6" - 8"	$550.00	$550.00
485	1	EA	Install City of Santa Fe Furnished Va lve/ Meter, 10" - 12"	$750.00	$750.00
490	1	EA	Metered 2" Bypass - Vault Installation	$3,185.00	$3,185.00
495	20	EA	Valve Box, cip	$825.00	$16,500.00
500	5	EA	Valve Box Replacement	$975.00	$4,875.00
505	5	EA	Valve Box Removal of Existing	$450.00	$2,250.00
510	3	EA	Valve Box Adjustment	$625.00	$1,875.00
515	1	EA	Valve Stem Extens io n, 0' -4' Depth	$250.00	$250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	$4,000.00	$16,000.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	$5,150.00	$41,200.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	$6,200.00	$49,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	$12,500.00	$87,500.00
540	1	EA	Prefabricated Vau lt, 4' X 8'	$8,995.00	$8,995.00
545	1	ACRE	Native Seeding	$2,275.00	$2,275.00
550	1	EA	Bollards (pair)	$1,200.00	$1,200.00
555	18	LF	4" Steel Casing	$95.00	$1,710.00
560	18	LF	4" PVC Casing	$85.00	$1,530.00
565	18	LF	14" Steel Casing	$225.00	$4,050.00
570	18	LF	16" Steel Casing	$240.00	$4,320.00
575	18	LF	18" Steel Casing	$275.00	$4,950.00
580	18	LF	22" Steel Casing	$330.00	$5,940.00
585	18	LF	26" Steel Casing	$400.00	$7,200.00
590	18	LF	28" Steel Casing	$475.00	$8,550.00
595	18	LF	30" Steel Casing	$425.00	$7,650.00
600	18	LF	36" Steel Casing	$460.00	$8,280.00
605	50	DIA-IN- LF	Bore & Jack Casing Pipe	$28.00	$1,400.00
610	18	LF	Open Cut Casing Pipe I ns tallation, < 6' Deep	$39.00	$702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	$65.00	$1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	$65.00	$13,000.00
625	10	SY	Concrete Pavement Removal & Dis posal, < 2"	$95.00	$950.00
630	10	SY	Concrete Pavement Removal & Disposa l, 2" -6"	$110.00	$1,100.00
635	50	SY	Concrete Curb and Gutter Removal & Disposal	$29.00	$1,450.00
640	10	SY	Concrete Sidewalk Removal & Disposal	$30.00	$300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine , Virgin Asphalt	$75.00	$3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Ma chine, Recycled Asphalt	$75.00	$3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	$265.00	$13,250.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	$265.00	$2,650.00

665	10	SY	Replace City Street Pavement with Temporary Cold Mix	$105.00	$1,050.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machin e, Virgin Asphalt	$75.00	$7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Lavdown Machine, Recvcled Asphalt	$75.00	$750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	$265.00	$2,650.00
685	10	SY	Replace Non-City Street Pavement with Lavdown Machine, Recvcled Asphalt	$265.00	$2,650.00
690	1	SY	Replace Non-City Street Pavement with Temoorarv Cold Mix	$105.00	$105.00
695	10	SY	Replace Concrete Pavement	$290.00	$2,900.00
700	50	LF	Replace Concrete Curb & Gutter	$45.00	$2,250.00
705	10	SY	Reolace Concrete Sidewalk	$190.00	$1,900.00
710	10	CY	Reolace Gravel Surface, 0"-2"	$55.00	$550.00
715	10	CY	Reolace Gravel Sur face, 2"-4"	$65.00	$650.00
720	150	SY	Base course/Grave l (crushed or landscape) , 0'- 3"	$35.00	$5,250.00
725	50	SY	Base course /Grave l (crushed or landscape) . 3"- 6"	$45.00	$2,250.00
730	4	EA	Service, 3/4" Single, New Main	$1,650.00	$6,600.00
735	2	EA	Service, 3/4" Double, New Main	$1,975.00	$3,950.00
740	2	EA	Service, I" , New Main	$1,825.00	$3,650.00
745	1	EA	Serv ice , I 1/2", New Main	$3,590.00	$3,590.00
750	1	EA	Serv ice , 2", New Main	$3,970.00	$3,970.00
755	5	EA	Service, 3/4" Single, Existing, Main	$1,650.00	$8,250.00
760	2	EA	Service, 3/4" Double , Existing, Main	$1,975.00	$3,950.00
765	1	EA	Service , I" , Existing, Main	$1,825.00	$1,825.00
770	1	EA	Service , I 1 / 2", Existing Main	$3,590.00	$3,590.00
775	1	EA	Serv ice, 2", Existing Main	$3,950.00	$3,950.00
780	5	EA	Service Replacement, 3/4"	$1,850.00	$9,250.00
785	2	EA	Service Reo lacement, Double, 3/4"	$2,100.00	$4,200.00
790	1	EA	Service Replacement, I "	$1,950.00	$1,950.00
795	1	EA	Service Replacement, 1 1 / 2"	$3,750.00	$3,750.00
800	1	EA	Service Replacement, 2"	$4,125.00	$4,125.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	$1,200.00	$3,600.00
810	1	EA	Meter Box Relocation/Replacement, I"	$1,400.00	$1,400.00
815	1	EA	Meter Box Relocation/Replacement, 1-1 /2"	$1,600.00	$1,600.00
820	1	EA	Meter Box Relocation/Replacement, 2"	$1,600.00	$1,600 00
825	5	EA	Service Transfer, 3/4"	$625.00	$3,125.00
830	2	EA	Service Transfer , I "	$725.00	$1,450.00
835	1	EA	Service Transfer, I 1/2"	$825.00	$825.00
840	1	EA	Service Transfer at Main , 2"	$850.00	$850.00
845	1	EA	Retire Existing Service at Main 3/4" - 2".	$725.00	$725.00
850	1	EA	Retire Existing Meter Box & Setting.	$525.00	$525.00
855	1	EA	Adjust Meter Box To Grade	$450.00	$450.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	$650.00	$7,150.00
865	4	EA	Service Saddle, I" Tap, 4"-12" Main	$775.00	$3,100.00
870	3	EA	Service Sadd le , I 1/ 2" Tap, 4"-12" Main	$950.00	$2,850.00

875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	$1,075.00	$3,225.00
880	100	LF	Service Tubing, 3/4"	$33.50	$3,350.00
885	100	LF	Service Tubing, 1"	$36.25	$3,625.00
890	100	LF	Service Tubing, 1 1/2"	$44.00	$4,400.00
895	25	LF	Service Tubing, 2"	$53.00	$1,325.00
900	1	EA	Air and Vacuum Valve (individual)	$2,350.00	$2,350.00
905	1	GROUP OF 10	Air and Vacuum Valve (individual)	$21,250.00	$21,250.00
910	1	EA	Automatic Flushing Valve	$6,235.00	$6,235.00
915	$20,000	EA	Materials Mark-Up Over Invoice	$20,000.00	$20,000.00
920	$8,000	EA	Traffic Control Mark-Up Over Invoice	$8,000.00	$8,000.00
925	1	Allow.	Street Cut Permits	$375.00	$375.00
930	1	EA	Project Signs	$450.00	$450.00
935	10	HR	Archeological Required Delay (After 2 hrs)	$375.00	$3,750.00
940	1	LS	Archeological Required Mob/Demob	$450.00	$450.00
EMERGENCY REPAIR					$
9000	175	HR	Supervisor's Truck with tools	$35.00	$6,125.00
9100	80	HR	Backhoe Skid Steer	$58.00	$4,640.00
9200	8	HR	Compressor with tools	$55.00	$440.00
9300	16	HR	Dump Truck	$60.00	$960.00
9400	4	HR	Pump	$30.00	$120.00
9500	300	HR	Laborer	$43.00	$12,900.00
9600	200	HR	Pipe Fitter	$45.00	$9,000.00
9700	200	HR	Equipment Operator	$58.00	$11,600.00
9800	175	HR	Foreman	$70.00	$12,250.00
9900	$5,000	EA	Rental items Mark-Up over Invoice (multiply $5000 x your % for item Price)	$5,000.00	$5,000.00
9950	$20,000	EA	Materials Mark-Up Over Invoice (multiply $20,000 x your % for item Price)	$20,000.00	$20,000.00

Total of all item Prices (last column) $1,169,311.25

Base Bid - Contractor shall be chosen based on the total of all Bid Items, Item Price, as Bid, exclusive of Gross Receipts Tax:

One Million,One hundred Sixty Nine thousand & Three hundred & eleven Dollars & Twenty Five Cents $1,169,311.25

(use words)

4. The Bidder agrees that:

A. For all "normal " Work Orders (WO) the work to be performed under the WO shall commence not later than (10) consecutive calender days after the date of written Notice to Proceed. For all "emergency" Wos the Contractor shall be on site within 4-hours.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202777**

Contractor: **Sub Surface Contracting**

Description: **City Wide Construction Price Agreement**
WTR1950536

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/1/21** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: **$250,000 per FY for 4 years excluding GRT**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **21/37/B June 2021**

Fran Delaney (Jul 8, 2021 10:22 MDT)

Purchasing Officer Review: Jul 8, 2021 Date:

Comment & Exceptions: Issued an RFP- award of PA for procuring

4. **Funding Source:** **Water Enterprise Fund CIP** **Org / Object:** **5050395.572970**

Andy Hopkins (Jul 6, 2021 09:41 MDT)

Budget Officer Approval: Jul 6, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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 have ADDITIONAL INSURED provisions or 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 License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2020	7/1/2021	Ded: $500 / Limit	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
Santa Fe, NM 87505

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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SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Michelle Vialpando
PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACUITY, A Mutual Insurance Company	14184
INSURER B : Builders Trust of New Mexico	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sub Surface Contracting Inc
27A Paseo De River St
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
	X PD Ded: $500						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			Z75944	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		0692	1/1/2021	1/1/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2021	7/1/2022	Ded: $500 / Limit	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
Santa Fe, NM 87505

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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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

CRS Number: 02104256000

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

License Type: Business License - Renewable

Issued Date: April 01, 2021

Classification: Contractor - Specialty

Expiration Date: April 01, 2022

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: 21/37/B City-Wide Water Utility Construction and Repair Price Agreement, CIP # 3057

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 Bill Huey Water Division, PUD

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: _____

Public Utilities Dept / Water Division/Bill Huey (Bill Huey)	Engineer	6/16/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Fran Dunaway, Jul 8, 2021 10:22 MDT)	Chief Procurement Officer	Jul 8, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

Signature: Michael Moya

Email: mrmoya@santafenm.gov

Signature: Jonathan Montoya
Jonathan Montoya (Jun 17, 2021 13:22 MDT)

Email: jmmontoya@santafenm.gov

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Sub Surface Contracting, Inc. 2) A.A.C. Construction, LLC.	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box 909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

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.

Assignment:

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Chief Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.

b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this agreement are hereby assigned to the City.

City Furnished Property: City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

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 Contractor's risk and expense, promptly after notice of rejection.

Inspection of Plant: The Chief Procurement Officer 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.

Commercial Warranty: The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. 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 of merchantability.**

Taxes: The unit price shall exclude all state taxes.

Default: The City reserves the right to cancel all or any part of this order without cost to the City, if the Contractor fails to meet the provisions of this order 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights 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 order.

Non-Collusion: In signing this bid the Contractor 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 Chief Procurement Officer or his/her designee.

Nondiscrimination: Contractor doing business with the City 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).

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.

Items: All bid items are to be NEW and of most current production, unless otherwise specified.

Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the Requesting Department in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

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.

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 Requesting Department. 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 Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the City.

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 City. The City 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 City to recover excessive or illegal payments.

Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

ARTICLES

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public bodies allowed by law 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 as 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 the City's Chief Procurement Officer, his/her designee or the Requesting Department 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.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

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
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor'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 City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V – Termination
The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement. Contractor shall give the City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City 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 City 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 City's Chief procurement Officer 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 City's Chief procurement Officer or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 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 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(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the item(s) price schedule hereto attached are firm.

Article XI – Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item#_____
Munis Contract#_____

CITY OF SANTA FE

ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP # 3057

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**, hereinafter referred to as the "City," and **A.A.C. Construction, LLC** , hereinafter referred to as the "Contractor" and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The Contractor shall perform all the work required by Water Division, as required, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two hundred and fifty thousand dollars ($250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars ($21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars ($1,084,376.). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

E. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is

postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately 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.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its 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 reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. 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.

9. 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.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. 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 the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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.

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 Article 12 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 Article 12 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 Article 12 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.

14. 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 Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. 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 Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

18. Penalties for violation of law.

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 illegal bribes, gratuities and kickbacks.

19. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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.

20. 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 Section 38-3-1 (G) NMSA 1978. 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.

21. 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.

22. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

23. Other 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. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. 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.

D. 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.

24. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. 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

25. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

26. 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.

27. 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.

28. 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.

29. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Public Utilities Department
Water Division
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
A.A.C Construction LLC
18 La Luna Road
Santa Fe, NM 87507

30. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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:

CONTRACTOR:
A.A.C Construction LLC

Andrew Sisneros

Digitally signed by Andrew Sisneros
DN: cn=Andrew Sisneros, o=A.A.C. Construction, LLC, ou, email=andrew@cnsp.net, c=US
Date: 2021.06.18 09:44:50 -06'00'

NAME

Managing Member
TITLE

DATE: 6-18-2021

CRS# 03-157349-00-5
Registration # 222939

ATTEST:

KRISTINE BUSTOS MIHIELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2021 16:06 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572970 AJH
Org. Name/Org#. AJH

WTR1950536

PRICE SHEETS

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202778**

Contractor: **A.A.C Construction**

Description: **City Wide Construction Price Agreement**
WTR1950536

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/1/21** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: **$250,000 per FY for 4 years excluding GRT**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **21/37/B June 2021**

Fran Dunaway (Jul 8, 2021 16:22 MDT) Jul 8, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: issued an RFP - award of a PA

4. **Funding Source:** **Water Enterprise Fund CIP** **Org / Object:** **5050395.572970**

Andy Hopkins (Jul 6, 2021 09:41 MDT) Jul 6, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C. Construction, LLC

Procurement Title: 21/37/B City-Wide Water Utility Construction and Repair Price Agreement, CIP # 3057

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 Bill Huey, PUD/Water

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: _____

Public Utilities Dept / Water Division/Bill Huey	Bill Huey	Engineer	6/16/2021
Department Rep Printed Name (attesting that all information included)		Title	Date
Fran Dunaway (Jul 8, 2021 10:22 MDT)		Chief Procurement Officer	Jul 8, 2021
Purchasing Officer (attesting that all information is reviewed)		Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2021

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 have ADDITIONAL INSURED provisions or 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 Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	**CONTACT NAME:** Susan Vance **PHONE (A/C, No, Ext):** (505) 881-0300 **FAX (A/C, No):** (505) 881-0908 **E-MAIL ADDRESS:** svance@downeyandco.com
INSURED A.A.C. Construction, LLC 18 La Luna Rd Santa Fe NM 87507	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Donegal Insurance Group **INSURER B :** New Mexico Mutual Casualty Company **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPT9030765	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA9030765	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CXL9030765	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		93890.105	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF SANTA FE WATER DIVISION
801 W. SAN MATEO ROAD
SANTA FE NM 87505

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

Susan J. Vance

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of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage)	Statutory
Employer's Liability	$100,000
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: $500,000 each occurrence; $1,000,000 aggregate. Property damage liability: $500,000 each occurrence; $1,000,000 aggregate.
Auto Liability (including non-owned auto coverage)	Bodily injury liability: $500,000 each person; $1,000,000 each occurrence. Property damage liability: $1,000,000 each occurrence

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than $25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

Business Location: 18 LA LUNA RD
SANTA FE, NM 87507

Owner: Andrew Sisneros

License Number: 222939

Issued Date: June 07, 2021

Expiration Date: June 07, 2022

CRS Number: 03157349-00-5

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
SANTA FE , NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

ATTACHMENT A

Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price
Construction Items					
5	35	LF	2" PVC Water Main, cip, all lengths	**$35.00**	**$ 1,225.00**
10	35	LF	4" PVC Water Main, cip, <100'	**$40.00**	**$ 1,400.00**
15	100	LF	4" PVC Water Main, cip, >100'	**$38.00**	**$ 3,800.00**
20	50	LF	6" PVC Water Main, cip, <100'	**$45.00**	**$ 2,250.00**
25	150	LF	6" PVC Water Main, cip, >100'	**$42.00**	**$ 6,300.00**
30	75	LF	8" PVC Water Main, cip, <100'	**$50.00**	**$ 3,750.00**
35	200	LF	8" PVC Water Main, cip, >100'	**$48.00**	**$ 9,600.00**
40	35	LF	10" PVC Water Main, cip, <100'	**$60.00**	**$ 2,100.00**
45	100	LF	10" PVC Water Main, cip, >100'	**$55.00**	**$ 5,500.00**
50	50	LF	12" PVC Water Main, cip, <100'	**$72.00**	**$ 3,600.00**
55	150	LF	12" PVC Water Main, cip, >100'	**$68.00**	**$ 10,200.00**
60	50	LF	14" PVC Water Main, cip	**$95.00**	**$ 4,750.00**
65	50	LF	16" PVC Water Main, cip	**$110.00**	**$ 5,500.00**
70	50	LF	24" PVC Water Main, cip	**$235.00**	**$ 11,750.00**
75	35	LF	2" DI Water Main, cip, all lengths	**$0.00**	**$ -**
80	50	LF	4" DI Water Main, cip, <100'	**$70.00**	**$ 3,500.00**
85	100	LF	4" DI Water Main, cip, >100'	**$57.00**	**$ 5,700.00**
90	75	LF	6" DI Water Main, cip, <100'	**$74.00**	**$ 5,550.00**
95	250	LF	6" DI Water Main, cip, >100'	**$62.00**	**$ 15,500.00**
100	75	LF	8" DI Water Main, cip, <100'	**$76.00**	**$ 5,700.00**
105	250	LF	8" DI Water Main, cip, >100'	**$68.00**	**$ 17,000.00**
110	35	LF	10" DI Water Main, cip, <100'	**$89.00**	**$ 3,115.00**
115	100	LF	10" DI Water Main, cip, >100'	**$85.00**	**$ 8,500.00**
120	50	LF	12" DI Water Main, cip, <100'	**$120.00**	**$ 6,000.00**
125	100	LF	12" DI Water Main, cip, >100'	**$105.00**	**$ 10,500.00**
130	50	LF	14" DI Water Main, cip	**$144.00**	**$ 7,200.00**
135	50	LF	16" DI Water Main, cip	**$178.00**	**$ 8,900.00**
140	50	LF	24" DI Water Main, cip	**$255.00**	**$ 12,750.00**
145	75	LF	Extra Pay for Trench Depth, 6'-8'	**$42.00**	**$ 3,150.00**
150	50	LF	Extra Pay for Trench Depth, 8'-10'	**$97.00**	**$ 4,850.00**
155	25	LF	Extra Pay for Trench Depth, 10'-14'	**$155.00**	**$ 3,875.00**
160	20	CY	Rock Excavation	**$350.00**	**$ 7,000.00**
165	300	CY	Exploratory Excavation (as SDCW Approved)	**$35.00**	**$ 10,500.00**
170	75	CY	Imported Backfill (as SDCW Approved)	**$45.00**	**$ 3,375.00**
175	1,000	LB	Fitting Installation	**$5.00**	**$ 5,000.00**
180	500	LB	Fitting Insertion	**$18.00**	**$ 9,000.00**
185	25	EA	4" Retainer Ring/ Bolt on Flange	**$45.00**	**$ 1,125.00**

190	50	EA	6" Retainer Ring/ Bolt on Flange	**$68.00**	**$ 3,400.00**
195	50	EA	8" Retainer Ring/ Bolt on Flange	**$78.00**	**$ 3,900.00**
200	20	EA	10" Retainer Ring/ Bolt on Flange	**$125.00**	**$ 2,500.00**
205	20	EA	12" Retainer Ring/ Bolt on Flange	**$150.00**	**$ 3,000.00**
210	20	EA	14" Retainer Ring/ Bolt on Flange	**$190.00**	**$ 3,800.00**
215	10	EA	16" Retainer Ring/ Bolt on Flange	**$265.00**	**$ 2,650.00**
220	25	EA	4"Joint Harness	**$45.00**	**$ 1,125.00**
225	50	EA	6" Joint Harness	**$60.00**	**$ 3,000.00**
230	50	EA	8" Joint Harness	**$95.00**	**$ 4,750.00**
235	20	EA	10" Joint Harness	**$160.00**	**$ 3,200.00**
240	20	EA	12" Joint Harness	**$185.00**	**$ 3,700.00**
245	20	EA	14" Joint Harness	**$365.00**	**$ 7,300.00**
250	10	EA	16" Joint Harness	**$400.00**	**$ 4,000.00**
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	**$275.00**	**$ 2,750.00**
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	**$1,300.00**	**$ 2,600.00**
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	**$1,535.00**	**$ 6,140.00**
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	**$2,000.00**	**$ 8,000.00**
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	**$2,400.00**	**$ 4,800.00**
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	**$3,000.00**	**$ 12,000.00**
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	**$5,295.00**	**$ 5,295.00**
290	1	EA	Non-Pressurized Connections, 2" line	**$800.00**	**$ 800.00**
295	1	EA	Non-Pressurized Connections, 4"-10" line	**$3,500.00**	**$ 3,500.00**
300	1	EA	Non-Pressurized Connections, 12"-20" line	**$8,000.00**	**$ 8,000.00**
305	2	EA	2" CL125 Gate Valves, cip.	**$640.00**	**$ 1,280.00**
310	2	EA	4" CL125 Gate Valves, cip.	**$800.00**	**$ 1,600.00**
315	5	EA	6" CL125 Gate Valves, cip.	**$1,100.00**	**$ 5,500.00**
320	5	EA	8" CL125 Gate Valves, cip.	**$1,475.00**	**$ 7,375.00**
325	1	EA	10" CL125 Gate Valves, cip.	**$2,295.00**	**$ 2,295.00**
330	2	EA	12" CL125 Gate Valves, cip.	**$3,000.00**	**$ 6,000.00**
335	1	EA	2" CL250 Gate Valves, cip.	**$640.00**	**$ 640.00**
340	1	EA	4" CL250 Gate Valves, cip.	**$1,750.00**	**$ 1,750.00**
345	10	EA	6" CL250 Gate Valves, cip.	**$1,850.00**	**$ 18,500.00**
350	3	EA	8" CL250 Gate Valves, cip.	**$2,000.00**	**$ 6,000.00**
355	1	EA	10" CL250 Gate Valves, cip.	**$3,800.00**	**$ 3,800.00**
360	1	EA	12" CL250 Gate Valves, cip.	**$4,480.00**	**$ 4,480.00**
365	1	EA	16" CL250 Gate Valves, cip.	**$6,950.00**	**$ 6,950.00**
370	1	EA	20" CL250 Gate Valves, cip.	**$17,320.00**	**$ 17,320.00**
375	1	EA	24" CL250 Gate Valves, cip.	**$24,250.00**	**$ 24,250.00**
380	1	EA	12" CL250 Butterfly Valves, cip.	**$2,800.00**	**$ 2,800.00**
385	1	EA	16" CL250 Butterfly Valves, cip.	**$5,100.00**	**$ 5,100.00**
390	1	EA	20" CL250 Butterfly Valves, cip.	**$8,660.00**	**$ 8,660.00**
395	1	EA	24" CL250 Butterfly Valves, cip.	**$10,760.00**	**$ 10,760.00**

400	5	EA	Fire Hydrant, 5' or less bury, cip.	**$2,850.00**	**$ 14,250.00**
405	2	EA	Fire Hydrant Extension, 6" or 12" length	**$695.00**	**$ 1,390.00**
410	1	EA	Fire Hydrant Extension, 18" or 24" length	**$810.00**	**$ 810.00**
415	1	EA	Fire Hydrant Remove & Relay	**$1,900.00**	**$ 1,900.00**
420	1	EA	Fire Hydrant Remove & Return	**$1,200.00**	**$ 1,200.00**
425	1	EA	2 1/4" Flush Hydrant	**$1,750.00**	**$ 1,750.00**
430	1	EA	2" Blow-Off Valve Installation	**$1,500.00**	**$ 1,500.00**
435	1	EA	2" Pressure Relief Valve, cip.	**$6,730.00**	**$ 6,730.00**
440	1	EA	3" Pressure Relief Valve, cip.	**$7,056.00**	**$ 7,056.00**
445	1	EA	4" Pressure Relief Valve, cip.	**$8,490.00**	**$ 8,490.00**
450	1	EA	6" Pressure Relief Valve, cip.	**$11,233.00**	**$ 11,233.00**
455	1	EA	8" Pressure Relief Valve, cip.	**$15,200.00**	**$ 15,200.00**
460	1	EA	12" Pressure Relief Valve, cip.	**$29,950.00**	**$ 29,950.00**
465	1	EA	Air & Vacuum Release Valve, 1"	**$2,990.00**	**$ 2,990.00**
470	1	EA	Air & Vacuum Release Valve, 2"	**$4,350.00**	**$ 4,350.00**
475	1	EA	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	**$1,200.00**	**$ 1,200.00**
480	1	EA	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	**$1,500.00**	**$ 1,500.00**
485	1	EA	Install City of Santa Fe Furnished Valve/Meter, 10"- 12"	**$1,800.00**	**$ 1,800.00**
490	1	EA	Metered 2" Bypass – Vault Installation	**$6,500.00**	**$ 6,500.00**
495	20	EA	Valve Box, cip.	**$225.00**	**$ 4,500.00**
500	5	EA	Valve Box Replacement	**$275.00**	**$ 1,375.00**
505	5	EA	Valve Box Removal of Existing	**$225.00**	**$ 1,125.00**
510	3	EA	Valve Box Adjustment	**$150.00**	**$ 450.00**
515	1	EA	Valve Stem Extension, 0'-4' Depth	**$75.00**	**$ 75.00**
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	**$325.00**	**$ 1,300.00**
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	**$475.00**	**$ 3,800.00**
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	**$550.00**	**$ 4,400.00**
535	7	CY	Cast-In-Place RCP Vault w/ Lid	**$855.00**	**$ 5,985.00**
540	1	EA	Prefabricated Vault, 4' X 8'	**$15,400.00**	**$ 15,400.00**
545	1	ACRE	Native Seeding	**$6,500.00**	**$ 6,500.00**
550	1	EA	Bollards (pair)	**$250.00**	**$ 250.00**
555	18	LF	4" Steel Casing	**$68.00**	**$ 1,224.00**
560	18	LF	4" PVC Casing	**$62.00**	**$ 1,116.00**
565	18	LF	14" Steel Casing	**$98.00**	**$ 1,764.00**
570	18	LF	16" Steel Casing	**$113.00**	**$ 2,034.00**
575	18	LF	18" Steel Casing	**$129.00**	**$ 2,322.00**
580	18	LF	22" Steel Casing	**$165.00**	**$ 2,970.00**
585	18	LF	26" Steel Casing	**$266.00**	**$ 4,788.00**
590	18	LF	28" Steel Casing	**$293.00**	**$ 5,274.00**
595	18	LF	30" Steel Casing	**$221.00**	**$ 3,978.00**

600	18	LF	36" Steel Casing	**$263.00**	**$ 4,734.00**
605	50	DIA- IN- LF	Bore & Jack Casing Pipe	**$430.00**	**$ 21,500.00**
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	**$85.00**	**$ 1,530.00**
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	**$10.00**	**$ 250.00**
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	**$12.00**	**$ 2,400.00**
625	10	SY	Concrete Pavement Removal & Disposal, <2"	**$100.00**	**$ 1,000.00**
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	**$155.00**	**$ 1,550.00**
635	50	LF	Concrete Curb and Gutter Removal & Disposal	**$12.00**	**$ 600.00**
640	10	SY	Concrete Sidewalk Removal & Disposal	**$100.00**	**$ 1,000.00**
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	**$76.00**	**$ 3,800.00**
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	**$68.00**	**$ 3,400.00**
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	**$60.00**	**$ 3,000.00**
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	**$54.00**	**$ 540.00**
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	**$50.00**	**$ 500.00**
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	**$70.00**	**$ 7,000.00**
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	**$62.00**	**$ 620.00**
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	**$60.00**	**$ 600.00**
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	**$54.00**	**$ 540.00**
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	**$50.00**	**$ 50.00**
695	10	SY	Replace Concrete Pavement	**$233.00**	**$ 2,330.00**
700	50	LF	Replace Concrete Curb & Gutter	**$45.00**	**$ 2,250.00**
705	10	SY	Replace Concrete Sidewalk	**$120.00**	**$ 1,200.00**
710	10	CY	Replace Gravel Surface, 0"-2"	**$165.00**	**$ 1,650.00**
715	10	CY	Replace Gravel Surface, 2"-4"	**$255.00**	**$ 2,550.00**
720	150	SY	Base course/Gravel (crushed or landscape), 0'-3"	**$26.50**	**$ 3,975.00**
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	**$53.00**	**$ 2,650.00**
730	4	EA	Service, 3/4" Single, New Main	**$875.00**	**$ 3,500.00**
735	2	EA	Service, 3/4" Double, New Main	**$1,350.00**	**$ 2,700.00**
740	2	EA	Service, 1", New Main	**$1,950.00**	**$ 3,900.00**
745	1	EA	Service, 1 1/2", New Main	**$3,750.00**	**$ 3,750.00**
750	1	EA	Service, 2", New Main	**$4,000.00**	**$ 4,000.00**
755	5	EA	Service, 3/4" Single, Existing Main	**$1,250.00**	**$ 6,250.00**

760	2	EA	Service, 3/4" Double, Existing Main	**$1,850.00**	**$ 3,700.00**
765	1	EA	Service, 1", Existing Main	**$1,975.00**	**$ 1,975.00**
770	1	EA	Service, 1 1/2", Existing Main	**$3,750.00**	**$ 3,750.00**
775	1	EA	Service, 2", Existing Main	**$4,650.00**	**$ 4,650.00**
780	5	EA	Service Replacement, 3/4"	**$1,355.00**	**$ 6,775.00**
785	2	EA	Service Replacement, Double, 3/4"	**$1,800.00**	**$ 3,600.00**
790	1	EA	Service Replacement, 1"	**$2,250.00**	**$ 2,250.00**
795	1	EA	Service Replacement, 1 1/2"	**$4,000.00**	**$ 4,000.00**
800	1	EA	Service Replacement, 2"	**$4,900.00**	**$ 4,900.00**
805	3	EA	Meter Box Relocation/Replacement, 3/4"	**$800.00**	**$ 2,400.00**
810	1	EA	Meter Box Relocation/Replacement, 1"	**$900.00**	**$ 900.00**
815	1	EA	Meter Box Relocation/Replacement, 1- 1/2"	**$2,000.00**	**$ 2,000.00**
820	1	EA	Meter Box Relocation/Replacement, 2"	**$2,200.00**	**$ 2,200.00**
825	5	EA	Service Transfer, 3/4"	**$1,000.00**	**$ 5,000.00**
830	2	EA	Service Transfer, 1"	**$1,100.00**	**$ 2,200.00**
835	1	EA	Service Transfer, 1 1/2"	**$1,400.00**	**$ 1,400.00**
840	1	EA	Service Transfer at Main, 2"	**$1,800.00**	**$ 1,800.00**
845	1	EA	Retire Existing Service at Main, 3/4"- 2"	**$1,200.00**	**$ 1,200.00**
850	1	EA	Retire Existing Meter Box & Setting	**$350.00**	**$ 350.00**
855	1	EA	Adjust Meter Box To Grade	**$375.00**	**$ 375.00**
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	**$350.00**	**$ 3,850.00**
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	**$150.00**	**$ 600.00**
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	**$175.00**	**$ 525.00**
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	**$225.00**	**$ 675.00**
880	100	LF	Service Tubing, 3/4"	**$24.00**	**$ 2,400.00**
885	100	LF	Service Tubing, 1"	**$32.00**	**$ 3,200.00**
890	100	LF	Service Tubing, 1 1/2"	**$49.00**	**$ 4,900.00**
895	25	LF	Service Tubing, 2"	**$78.00**	**$ 1,950.00**
900	1	EA	Air and Vacuum Valve (individual)	**$450.00**	**$ 450.00**
905	1	GROUP OF 10	Air and Vacuum Valves	**$5,850.00**	**$ 5,850.00**
910	1	EA	Automatic Flushing Valve	**$5,500.00**	**$ 5,500.00**
915	$20,000	EA	Materials Mark-Up Over Invoice – Flat Rate	**$6,000.00**	**$6,000.00**
920	$8,000	EA	Traffic Control Mark-Up Over Invoice – Flat Rate	**$3,000.00**	**$3,000.00**
925	150	30%	Street-Cut Permits	**$195.00**	**$ 195.00**
930	1	EA	Project Signs	**$900.00**	**$ 900.00**
935	10	HR	Archeological Required Delay (after 2 hrs.)	**$125.00**	**$ 1,250.00**
940	1	LS	Archeological Required Mob/Demob	**$1,000.00**	**$ 1,000.00**
EMERGENCY REPAIR					
9000	175	HR	Supervisor's Truck with tools	**$20.00**	**$ 3,500.00**
9100	80	HR	Backhoe/Skid Steer	**$45.00**	**$ 3,600.00**

9200	8	HR	Compressor with tools	**$30.00**	**$ 240.00**
9300	16	HR	Dump Truck	**$65.00**	**$ 1,040.00**
9400	4	HR	Pump	**$0.00**	**$ -**
9500	300	HR	Laborer	**$40.00**	**$ 12,000.00**
9600	200	HR	Pipe Fitter	**$45.00**	**$ 9,000.00**
9700	200	HR	Equipment Operator	**$50.00**	**$ 10,000.00**
9800	175	HR	Foreman	**$60.00**	**$ 10,500.00**
9900	$5,000	EA	Rental Items Mark-Up Over Invoice (multiply $5,000 x your flat rate for Item Price)	**$1,440.00**	**$1,440.00**
9950	$20,000	EA	Materials Mark-Up Over Invoice (multiply $20,000 x your flat rate for Item Price)	**$6,000.00**	**$6,000.00**

Total of all Item Prices (last column): ***$ 905,523.00***

875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	$	$
880	100	LF	Service Tubing, 3/4"	$	$
885	100	LF	Service Tubing, 1"	$	$
890	100	LF	Service Tubing, 1 1/2"	$	$
895	25	LF	Service Tubing, 2"	$	$
900	1	EA	Air and Vacuum Valve (individual)	$	$
905	1	GROUP OF 10	Air and Vacuum Valves	$	$
910	1	EA	Automatic Flushing Valve	$	$
915	$20,000	%	Materials Mark-Up Over Invoice	$	$
920	$8,000	%	Traffic Control Mark-Up Over Invoice	$	$
925	1	Allow.	Street-Cut Permits	$	$
930	1	EA	Project Signs	$	$
935	10	HR	Archeological Required Delay (after 2 hrs.)		$
940	1	LS	Archeological Required Mob/Demob		$
EMERGENCY REPAIR					$
9000	175	HR	Supervisor's Truck with tools		$
9100	80	HR	Backhoe/Skid Steer	$	$
9200	8	HR	Compressor with tools	$	$
9300	16	HR	Dump Truck	$	$
9400	4	HR	Pump	$	$
9500	300	HR	Laborer	$	$
9600	200	HR	Pipe Fitter	$	$
9700	200	HR	Equipment Operator	$	$
9800	175	HR	Foreman	$	$
9900	$5,000	%	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	%	$
9950	$20,000	%	Materials Mark-Up Over Invoice (multiply $20,000 x your 5 for Item Price)	%	$

~~Total of all Item Prices (last column):~~ _____

Base Bid – Contractor shall be chosen based on the total of all Bid Items Item Price, as Bid, exclusive of Gross Receipts Tax:

Nine hundred five thousand five hundred twenty three dollars and zero cents. ($ _____)

(use words)

4. The Bidder agrees that:

A. For all "normal" Work Orders (WO) the work to be performed under the WO shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. For all "emergency" WOs the Contractor shall be on-site within 4-hours

of notification. All work shall be completed by the end of the Fiscal Year (June 30), except as hereafter extended by valid written "Change Order" by the City of Santa Fe .

B. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the City of Santa Fe the amount of Two Hundred Fifty Dollars ($250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.

C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

D. It is understood that the City of Santa Fe reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

5. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal (as required) is a condition of a responsible and responsive Bid:

A. Bid Bond (only for the highest bid option) **(AIA Document A310 must accompany the Bid.)**
B. Agent's Affidavit **(This form must accompany Bid Bond.)**
C. Subcontractor Listing Form **(This form must accompany the Bid.)**
D. Non-Collusion Affidavit of Prime Bidder **(This form must accompany the Bid.)**
E. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
F. Certificate of Non-Segregated Facilities **(This form must accompany the Bid.)**
G. Certificate of Bidder Regarding Equal Employment Opportunity **(This form must accompany the Bid.)**
H. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
I. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
J. Weekly Payroll Form (This form must be provided during Construction.)
K. Payroll Statement of Compliance (This form must be provided during Construction.)
L. Certificate of current registration with the NMDWS **(This form must accompany the Bid.)**
M. Certificate of City of Santa Fe Business Registration **(This form must accompany the Bid.)**
N. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID **(This form must accompany the Bid.)**
O. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
P. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
Q. Project-specific Certificate of General Liability Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
R. Project-specific Workers' Compensation Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)

If any of the above documents, listed as required to accompany the Bid, are not included, current and completed in good order, the Bid shall be deemed non-responsive.

6. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

7. If the Bidder is:

A. AN INDIVIDUAL:

By:_____
(Individual's Name)

doing business as: _____

Business address: _____

_____

Telephone:_____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

_____
(General Partner)

Business Address:

_____

_____

Telephone: _____

(SEAL)

C. A CORPORATION

By: A.A.C. Construction, LLC
(Corporation Name)

New Mexico
(State of Incorporation)

By: Andrew Sisneros
(Name of person authorized to sign)

Managing Member
(Title)

If a New Mexico Corporation: 4055224
Certificate of Incorporation No.

If a Foreign Corporation: _____
Certificate of Authority No.

Attest: _____
Witness (Secretary)

Business address: 18 La Luna Rd, Santa Fe, NM 87507

Telephone: 505-930-0481

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write none)

NM License No.: 361394 Classification: GA-98, MM-98, GB-98, GF-98

NM Taxation and Revenue CRS No.: 03-157349-00-5

City of Santa Fe Business Registration No.: 222939

NM Resident Preference Number (if applicable): L1571131824

Bid Submittal shall be electronic as indicated by the Instructions to Bidders (00 2100).

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 07/12/2021

ISSUSE NO. 8c

Request for Approval for Award of Bid '21/37/B for the City Wide Water Utility Construction & Repair Price Agreement CIP # 3057 with Sub Surface Contracting, Inc. and A.A.C Construction, LLC for $250,000.00 exclusive of NMGRT to each contractor, per Fiscal Year. (Bill Huey, Engineer, bchuey@santafenm.gov, 955-4273)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $542,188 from the Water Enterprise Fund cash balance to the Water CIP fund for FY 2022.

Committee Review:
Public Works and Utilities Committee: 07/12/2021
Finance Committee: 07/19/2021
Governing Body: 07/28/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously to forward to 7/19/2021 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **June 24, 2021**

TO: **Public Works and Utilities Committee/Finance Committee/Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

Sam Burnett, Interim Facilities Division Director SB

FROM: **Caryn Grosse, Facilities Project Administrator** CG

ITEM AND ISSUE:
Request for the Approval of Service Agreement in the Total Amount of $1,444,526.87 to Replace Ft Marcy Roof and Skylights; First Mesa Construction, Inc.; Caryn Grosse, clgrosse@santafenm.gov, 955-5938

BACKGROUND AND SUMMARY:
The roof at Ft Marcy Recreation Center, particularly around the skylights above the natatorium, has leaked for years despite numerous repairs. The roof and skylights need to be replaced, and higher curbs installed for the skylights above the natatorium. In addition, a new roof hatch and ladder will be installed to provide access for the main roof, as the current roof access is unsafe and does not meet code.

Lead-times for construction materials are volatile due to increased demand and limited supply but based on current information, the roof replacement is projected to start in mid-October and be completed by late January (see attached schedule for details.) While most of the roof replacement activities can be done without shutting down the recreation center, the natatorium will need to be closed for demolition and installation of the skylights. The skylight portion of the project is projected to start in early December and run through mid-January.

Facilities staff are coordinating with Ft Marcy staff to schedule other natatorium maintenance projects concurrently with this project in order to have only a single closure for this very important facility.

The contract amount is $1,444,526.87, including 10% contingency and NMGRT.

PROCUREMENT METHOD:
The procurement method is the NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 General Construction Services Statewide which expires June 30, 2022.

SCHEDULE:
Public Works and Utilities Committee: July 12, 2021 (deadline June 30, 2021)
Finance Committee: July 19, 2021
Governing Body: July 28, 2021

CONTRACT NUMBER:
The Munis contract number is 3202776.

FUNDING SOURCE:
Fund Name/Number: CIP Bond Acquisition/335
Munis Org Name/Number: GRT18FMD/3359980
Munis Object Name/Number: Repair & Maintain Building Structure/520100

ATTACHMENTS:

- Contract and Proposal
- Plans and Schedule
- Statewide Price Agreement
- Business License
- Certificate of Insurance
- Procurement Checklist
- Summary of Contract

Signature: J Samuel Burnett
J Samuel Burnett (Jun 28, 2021 16:04 MDT)

Email: jsburnett@santafenm.gov

Signature: Regina Wheeler
Regina Wheeler (Jun 28, 2021 16:11 MDT)

Email: rawheeler@santafenm.gov

Item#_____
Munis Contract# 3202776

City of Santa Fe Contract
Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **First Mesa Construction, Inc.,** herein after referred to as the "Contractor."

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 First Mesa Construction, Inc. "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 the following work at Ft Marcy Recreation Complex, located at 490 Bishops Lodge Road, Santa Fe NM 87501:
   1) Installation of roof, skylights and other work as described in the proposal dated June 15, 2021 attached.

3. **Compensation**

The City shall pay to the Contractor $1,211,025.93 plus NMGRT $102,180.31 for a total of $ 1,313,206.24. Based upon fixed prices for each deliverable item as listed here.

Deliverable Item:		Price
01	General Construction	$ 253,992.17
02	Roof Replacement	$ 795,139.00
03	Skylights and System	$ 114,389.00
04	Materials and Contingency	$ 47,505.76
	Total	$ 1,211,025.93

Unanticipated Cost Overruns:		Price
01	10% Unanticipated Cost Overrun*	$ 121,102.59

*In the event the project exceeds the deliverable amount, the City, at its discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to 10% of the project cost, $121,102.59 plus NMGRT of $10,218.04, for a total of $131,320.63.

The total compensation under this Agreement shall not exceed $1,444,526.87 including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth 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 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

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, 2022. 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. **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, 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.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City 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 City 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.

3) 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 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. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *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.*

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **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.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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, § 38-3-1 (G). 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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. 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.

D. 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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

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:
Caryn Grosse, Project Administrator
City of Santa Fe
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
505-955-5938 (o), 505-795-2471 (m)
clgrosse@santafenm.gov

To the Contractor:
Scott Butterbaugh, Project Manager
PO Box 92258
Albuquerque, NM 87199-2258
505-843-8990 (o), 505-250-1468 (m)
scott@firstmesa.net

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.

42. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become

binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

43. **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:_____

FIRST MESA CONSTRUCTION, INC.:

_____
CHERYL A. DIX, PRESIDENT

DATE: 6-17-21
CRS# 02-331855-00-4
Registration # 226466

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 15, 2021 15:46 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

GRT18FMD 3359980.520100 AJH
Org Name and #/Object # AJH

FIRST MESA CONSTRUCTION, INC.

PROPOSAL

Date: June 15, 2021 No. One Sheet No. One of One

Proposal Submitted to: David Armstrong				Work to be Performed at: FT Marcy Recreation Complex			
Company	Armstrong Group INC			Address	490 Bishops Lodge Road		
Address	2415 Princeton DR NE			City	Santa Fe	State	NM
City	Albuquerque	State	NM	Date of Plans	5-25-2021		
Phone	505-899-0089			Architect	Armstrong Group INC		

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

FT Marcy Recreation Complex
Reroof and skylight installation

GENERAL

- First Mesa Construction will conduct weekly, onsite progress meetings, and distribute meeting notes, progress photos and schedule updates to the construction team.
- The North parking lot will be used as laydown and storage, FMCI will maintain a temporary security fence around the laydown space.
- Dumpsters, temporary restrooms, construction vehicles and materials will be maintained inside the temp fence area. All construction debris will be policed daily.
- Any damage done to the existing facility parking lot due to construction activity will be repaired as part of this contract.
- Construction signage and pedestrian barricades will be maintained by FMCI.
- First Mesa Construction will coordinate interior finishes protection during roofing operations with the facility management.
- FMCI includes the cost of permitting, and CID inspection fees.
- Existing Mechanical curbs are NOT to be raised.

ROOFING

- Roofing to include tear off and replacement per the approved construction documents.
- Modifications to existing mechanical and electrical components as needed for the re-roof operation, are included.
- No new mechanical / electrical equipment is included.
- Roof hatches, ladders, curbs and all specified components shown in the construction documents are included.
- Structural reinforcement components necessary for the roof hatch re-location will need engineer approval.

SKYLIGHTS

- The skylight replacement over the gymnasium per plan is included.
- The new skylight sandwich panels over the pool are included

P. O. Box 92258 • Albuquerque, New Mexico • 87199-2258
(505) 843-8990 • Fax (505) 843-8992 • everett@firstmesa.net

FIRST MESA
CONSTRUCTION, INC.

PROPOSAL

First Mesa Construction • Permit and Bonding fees included for the entire project scope. Including plan review, inspections and final closeout. • General requirements, supervision, and scheduling throughout the project duration. • General interior finishes protection against potential damage caused by roofing activity. Including specific protective measures to be taken at the pool location, GYM equipment and GYM wood flooring. • Existing sandwich panel demolition. • Demolition debris management and transportation. • New structural installation requirements for new sandwich panel installation. • Temporary weather tight enclosures at new sandwich panel installation location. (necessary due to sandwich panel delivery schedules) • Supply and delivery of wood sheathing to the roofing contractor. • Carpentry and wood blocking supply and installation requirements at new and existing curbs, roof hatches, and 2' x 6' skylights, etc • New canale openings and repairs to existing as necessary. • Structural modifications as required for new roof hatch relocation.	12 week 60 day estimated schedule	$ 253,992.17
DKG and Associates • Roofing complete per proposal		$ 795,139.00
Southwest Glass and Glazing • Sandwich panel (Major) system		$ 110,669.00
Insulite Skylights 12 ea fixed		$ 3,720.00
Contingency		$ 8,000.00
Materials		$ 39,505.76
	SUB-TOTAL	**$ 1,211,025.93**
	NMGRT % 8.4375	**$ 102,180.31**
	GRAND TOTAL	**$ 1,313,206.24**

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FIRST MESA
CONSTRUCTION, INC.

PROPOSAL

Respectfully Submitted _____

Per Scott Butterbaugh

Note: This Proposal may be withdrawn by us if not accepted within ____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____ Signature _____

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FORT MARCY RECREATION COMPLEX REROOF

490 BISHOPS LODGE RD, SANTA FE 87501

DATE: May 25, 2021

INDEX OF SHEETS:

C-001	COVER SHEET
A-101	ROOF PLAN
A-102	SKYLIGHT SECTION & ELEVATIONS
A-501	ROOF DETAILS
A-502	ROOF DETAILS

CODE DATA:

REQUIRED CODES:	2015 NEW MEXICO COMMERCIAL BUILDING CODE 2015 NEW MEXICO EXISTING BUILDING CODE 2015 INTERNATIONAL BUILDING CODE 2015 INTERNATIONAL EXISTING BUILDING CODE 2018 NEW MEXICO ENERGY CONSERVATION CODE 2015 NEW MEXICO PLUMBING CODE 2015 NEW MEXICO MECHANICAL CODE 2017 NEW MEXICO ELECTRICAL CODE 2017 NEW MEXICO ELECTRICAL SAFETY CODE ICC/ANSI A117.1-2003
CLASSIFICATION OF WORK:	REPAIR - EXISTING FACILITY
OCCUPANT TYPE:	A-3
AREA TABULATIONS:	NEW ROOF AREA: 6,639 SF (AREAS A1-A5) + 5,836 SF (AREA B) = 10,723 SF (AREA C) + 3,201 SF (AREAS D1-D5)= 26,399 SF
NEW ROOF CLASS:	CLASS A-3

THE PROJECT CONSISTS OF REMOVAL AND REPLACEMENT OF EXISTING ROOFING SYSTEM AND INSTALLATION OF NEW ROOFING SYSTEM, AND THE REMOVAL AND REPLACEMENT OF EXISTING SKYLIGHT WINDOWS ABOVE POOL AREA.

THESE RENOVATIONS DO NOT CHANGE THE OCCUPANCY GROUP OR CONSTRUCTION TYPE WITHIN THE EXISTING BUILDING, NOR DO THEY CHANGE THE CONDITIONED OR OCCUPIED SPACES.

SCOPE OF WORK:

THE BASE BID SCOPE INCLUDES ALL WORK ASSOCIATED WITH THE REMOVAL AND REPLACEMENT OF THE EXISTING ROOFING AND THE INSTALLATION OF A NEW PVC ROOFING SYSTEM AT ROOF AREAS A, B, C & D. SCOPE ALSO INCLUDES THE REMOVAL AND REPLACEMENT OF THE EXISTING SKYLIGHT WINDOWS ABOVE THE POOL AT ROOF AREA A.

SITE VICINITY MAP:



FORT MARCY RECREATION COMPLEX
490 BISHOPS LODGE RD.
SANTA FE, NM 87501

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Building Investigation
Design & Consulting

FORT MARCY RECREATION COMPLEX REROOF
490 Bishops Lodge Rd.,
Santa Fe, NM 87501

Date 5/25/2021

CD Set

Drawn by AMB
Checked by TPG/DRA

Sheet title
COVER SHEET

Sheet No.
C-001
Of TOT

DEMO KEYNOTES

A. AREA A1 ROOF - REMOVE EXISTING BUR ROOFING DOWN TO DECKING:
- BUR
- CONCRETE TEES (SLOPE IN DECK)

B. ROOF AREAS A2 & A3 - REMOVE EXISTING ROOFING DOWN TO DECKING:
- 1/2" BUR
- 3 1/2" PERLITE
- CONCRETE TEES (SLOPE IN DECK)

C. ROOF AREA A4 - REMOVE EXISTING ROOFING DOWN TO DECKING:
- 1/2" BUR
- 2" PERLITE
- CONCRETE TEES (SLOPE IN DECK)

D. ROOF AREA A5 - REMOVE EXISTING ROOFING DOWN TO DECKING:
- COATING
- 12" ISO
- CONCRETE TEES (SLOPE IN DECK)

E. ROOF AREA B - REMOVE EXISTING ROOFING DOWN TO DECKING:
- PLY BUR
- 1/2" FIBER BOARD
- 2 1/2" PERLITE
- 1/2" FIBER BOARD
- STEEL DECK (SLOPE IN DECK)

F. ROOF AREA C - REMOVE EXISTING ROOFING DOWN TO DECKING:
- BUR
- 1" RIGID INSULATION
- CONCRETE TEES (SLOPE IN DECK)

G. ROOF AREA D1 & D2 - REMOVE EXISTING ROOFING DOWN TO DECKING:
- 1/2" BUR
- 1" PERLITE
- 3/4" PLYWOOD DECKING (SLOPE IN DECK)

H. ROOF AREA D3 - REMOVE EXISTING ROOFING DOWN TO DECKING:
- BUR
- 1" ISO RIGID INSULATION
- 3/4" X 5 1/2" T & G (SLOPE IN DECK)

I. ROOF AREA D4 - REMOVE EXISTING ROOFING DOWN TO DECKING:
- 1/2" BUR
- 1" RIGID INSULATION
- 2" X 6" T & G WOOD DECK (SLOPE IN DECK)

J. ROOF AREA D5 - REMOVE EXISTING ROOFING DOWN TO DECKING:
- 1/2" BUR
- 3" ISO
- METAL DECKING (SLOPE IN DECK)

K. REMOVE ALL BASEFLASHING, COPINGS, PITCH PANS AND PIPE PENETRATION FLASHINGS.

L. REMOVE EXISTING SKYLIGHTS AND CURB.

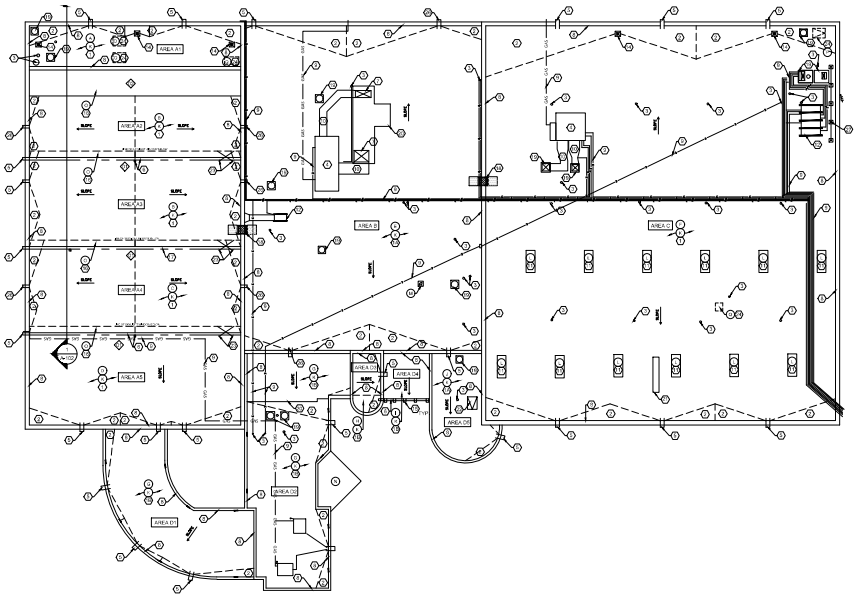
M. EXISTING SATELLITE DISH TO BE DISCONNECTED AND RECONNECTED. COORDINATE WITH OWNER.

N. EXISTING METAL ROOF TO REMAIN.

O. REMOVE EXISTING SKYLIGHT WINDOWS IN THEIR ENTIRETY.

P. EXISTING ROOF HATCH & INTERIOR LADDER TO BE REMOVED. OPENING TO BE INFILLED.

Q. REMOVE CAPPED CURB. PREP FOR INFILL.



1 A-101 ROOF PLAN
1/16" = 1'-0"

PLAN NORTH / TRUE NORTH
SCALE: 1/16" = 1'-0"

SHEET KEYNOTES

1. NEW ROOF ASSEMBLY: ROOF AREAS A & C
   a. 72 MIL PVC FIELD MEMBRANE AND BASEFLASHING FULLY ADHERED WITH MANUFACTURES' TESTED BONDING ADHESIVE
   b. 1/2" HIGH DENSITY COVERBOARD.
   c. R-30 POLYISOCYANURATE INSULATION (MIN. TWO LAYERS). (R-VALUE BASED ON THE NEW LONG TERM THERMAL RESISTANCE "LTTR").
   d. PEEL & STICK VAPOR BARRIER ON CONCRETE DECKING
   e. ATTACHMENT:
      1. MEMBRANE FULLY ADHERED TO COVERBOARD WITH BONDING ADHESIVE
      2. COVERBOARD FOAM ADHERED TO INSULATION.
      3. ALL LAYERS OF INSULATION TO BE FOAM ADHERED.
      4. ALL RIBBONS AND ATTACHMENT IS TO MEET FM 1-75 SYSTEM TESTED PATTERNS.

1A. NEW ROOF ASSEMBLY: ROOF AREAS B, D5
   a. 72 MIL PVC FIELD MEMBRANE
   b. 72 MIL BASEFLASHING BONDED TO THE WALL WITH MANUFACTURES' TESTED BONDING ADHESIVE.
   c. 1/2" HIGH DENSITY COVERBOARD.
   d. R-30 POLYISOCYANURATE INSULATION (MIN. TWO LAYERS). (R-VALUE BASED ON THE NEW LONG TERM THERMAL RESISTANCE "LTTR"). MECHANICALLY FASTEN FIRST LAYER POLYISOCYANURATE INSULATION TO THE DECK WITH MANUFACTURER APPROVED FASTENER.
   e. PEEL & STICK VAPOR BARRIER OVER 1/2" HD COVERBOARD ATTACHED TO EXISTING METAL DECK ON ROOF AREA B ONLY
   f. ATTACHMENT:
      1. MEMBRANE FOAM ADHERED TO COVERBOARD.
      2. COVERBOARD FOAM ADHERED TO INSULATION.
      3. FIRST LAYER OF INSULATION MECHANICALLY FASTENED, ALL OTHER LAYERS TO BE FOAM ADHERED.
      4. ALL RIBBONS AND ATTACHMENT IS TO MEET FM 1-75 SYSTEM TESTED PATTERNS.

1B. NEW ROOF ASSEMBLY: ROOF AREAS D1, D2, D3 & D4
   a. 72 MIL PVC FIELD MEMBRANE & BASEFLASHING.
   b. 1/2" HIGH DENSITY COVERBOARD.
   c. R-30 POLYISOCYANURATE INSULATION (MIN. TWO LAYERS). (R-VALUE BASED ON THE NEW LONG TERM THERMAL RESISTANCE "LTTR").
   d. 1/2" EXTERIOR GRADE CDX PLYWOOD FASTENED TO THE EXISTING DECKING
   e. ATTACHMENT:
      1. FULLY WELD MEMBRANE TO RHINO PLATES THAT HAVE BEEN FASTENED THROUGH ONE LAYER OF HD COVERBOARD OVER NEW POLYISOCYANURATE INSULATION THAT HAS BEEN FASTENED THROUGH THE NEW 1/2" PLYWOOD AND EXISTING DECK WITH MANUFACTURER APPROVED FASTENERS AND RHINO PLATES.

2. ALL NEW IDENTIFIED CRICKETS IN AREAS INDICATED ON DRAWINGS MUST PROVIDE POSITIVE SLOPE AND DRAINAGE, WATER TESTED TO INSURE POSITIVE DRAINAGE. CRICKETS NEED TO BE MINIMUM ¼" GREATER THEN THE SLOPE OF THE ROOF. (I.E. ¼" SLOPE = ½" CRICKET) WITH 3 TO 1 RATIO TO CREATE POSITIVE SLOPE. CRICKETS ARE SHOWN FOR INTENT AND ARE NOT TO SCALE. CONTRACTOR IS RESPONSIBLE FOR POSITIVE DRAINAGE.
3. VENT PIPE / ELECTRICAL / GAS PIPE PENETRATIONS THROUGH ROOF TO BE LEFT IN PLACE. INSTALL NEW MEMBRANE ROOF FLASHING AS REQUIRED TO TERMINATE NEW ROOFING. SEE DETAILS C1, C2/A-501.
4. DISCONNECT, RAISE CURBS, RECONNECT AND LIFT ALL HVAC MECHANICAL EQUIPMENT AS NEEDED TO INSTALL FLASHING. SEE DETAILS B1/A-501.
5. INSTALL NEW MEMBRANE COATED CANALE LINERS AT EXISTING CONCRETE CANALES. SEE DETAIL A2/A-501.
6. INSTALL NEW METAL GUTTER, DOWNSPOUT AND SPLASHBLOCK. SEE DETAILS A3, A4/A-501.
7. INSTALL NEW DUCT FLASHING PER DETAIL C4/A-501.
8. INSTALL NEW COUNTERFLASHING AT HIGH WALL CONDITIONS. SEE DETAIL B2/A-501.
9. INSTALL NEW PIPE SUPPORTS PER DETAIL A3/A-502.
10. INSTALL NEW DUCT SUPPORTS PER DETAIL A4/A-502.
11. INSTALL NEW SKYLIGHT, CURB AND SKYLIGHT FALL PROTECTION AT EXISTING SKYLIGHT OPENING. NEW FLASHING PER DETAIL B4/A-501.
12. EXISTING MECH UNIT TO REMAIN. INSTALL NEW KNEE CURBS PER DETAIL C3/A-501.
13. INSTALL NEW CANALE. SEE DETAIL A1/A-501.
14. INSTALL NEW PRIMARY ROOF DRAIN. SEE DETAIL B3/A-501.
15. INSTALL NEW MEMBRANE COATED METAL CAPS AT EXPOSED WOOD CORBELS.
16. INSTALL NEW 10" PONY WALL AND TRANSLUCENT PANEL SKYLIGHT WINDOWS. SEE DETAILS B1, B2, B3, B4, & C1/A-502.
17. INSTALL NEW GUTTER. SEE DETAIL A3/A-501.
18. EXISTING ACCESS LADDER TO BE REMOVED AND RE-INSTALED AS REQUIRED FOR NEW ROOFING INSTALLATION. CHECK FOR PROPER SECUREMENT. PROVIDE TWO WALKPADS AT EACH LANDING.
19. INSTALL NEW CURB FLASHING. SEE DETAIL B1/A-501.
20. WRAP MEMBRANE UP AND OVER STEP IN ELEVATION.
21. EXISTING BUILDING SIGN TO BE REMOVED AND REPLACED.
22. INSTALL NEW ROOF HATCH. ACCESS LADDER AND NEW SAFETY RAILING. SEE DETAILS A1, A2/A-502. EXACT LOCATION TO BE VERIFIED IN THE FIELD.
23. INSTALL NEW FLASHING AT STRUCTURAL SUPPORT TIES.
24. INSTALL 1/8" THICK STEEL PLATE OVER CONCRETE DECK OPENING, EXTENDING PAST OPENING EDGE BY 6" MIN. EPOXY ANCHOR BOLTS ARE TO BE AT EACH CORNER AND AT MID-SPAN 2" IN FROM THE OUTER EDGE. SET PLATE INTO A SOLID BED OF SEALANT PRIOR TO SETTING DOWN ONTO CONCRETE. PAINT THE STEEL PLATE WITH A RUST INHIBITING PAINT.
25. INSTALL NEW METAL GUTTER, DOWNSPOUT AND SPLASHBLOCK. SEE DETAILS A3, A4/A-501.
26. INSTALL NEW MEMBRANE COATED CANALE TO MATCH EXISTING. SEE A1/A-501.
27. INSTALL NEW FREE-STANDING, NON-PENETRATING OSHA COMPLIANT 42" H SAFETY RAILING AT EXISTING MECHANICAL EQUIPMENT. RAILING SHALL EXTEND MIN. 30" BEYOND EQUIPMENT END ON EITHER SIDE.

GENERAL NOTES, CONT'D

28. **ROOF MUST BE WATERTIGHT AT ALL TIMES.** CONTRACTOR MUST SUBMIT A NIGHT SEAL PLAN, AND COMPLETE THE SECTION OF ROOF BEFORE MOVING ONTO A NEW SECTION.
29. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS, POSTING PERMIT CARDS FOR SIGN OFF AND CALLING FOR ALL REQUIRED INSPECTIONS. PERMIT, SIGNED CARDS AND FINAL INSPECTIONS ARE TO BE INCLUDED IN THE CLOSE OUT DOCUMENTS.

GENERAL NOTES

1. THE CONTRACTOR SHALL NOT REMOVE ANY EXISTING ROOFING SYSTEM, DAMAGED DECKING, OR INSTALL NEW ROOFING SYSTEM WHEN WEATHER CONDITIONS THREATEN THE INTEGRITY OF THE BUILDING CONTENTS OR OCCUPANTS. THE CONTRACTOR SHALL COMPLETE EACH DAY'S ROOFING CYCLE AND PROVIDE A WELDED OR FOAMED TEMPORARY SEAL AT JUNCTION OF NEW ROOF AND EXISTING ROOF. THE CONTRACTOR SHALL MAINTAIN A WATERPROOF COMPLETED AREA WITH EACH ROOFING CYCLE. NO TOLERANCES WILL BE GIVEN.
2. ALL LOCATIONS OF ITEMS SHOWN ON ROOF PLANS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO BID. NO ALLOWANCES WILL BE MADE FOR ADDITIONAL AMOUNTS OF ROOFING MATERIAL, FLASHING, LABOR, ETC. NOT VERIFIED AND NOTIFIED BY THE CONTRACTOR TO THE OWNER REPRESENTATIVE PRIOR TO BID.
3. PERFORM ALL DISCONNECTS, EXTENSIONS AND RECONNECTIONS AS REQUIRED TO ACCOMMODATE NEW ROOF HEIGHTS, FOR ITEMS BEING RAISED AND REMOUNTED FOR RE-ROOFING WORK. AND MUST BE PART OF CONTRACTORS SUBMITTED WORK SCHEDULE AND MUST BE SCHEDULED PRIOR TO ANY DISCONNECT OR RECONNECT. RETURN ALL ITEMS TO OPERATIONAL CONDITION PRIOR TO END OF DAY'S WORK. NOTIFY THE ARCHITECT OF ANY DEFECTIVE ITEMS DISCOVERED DURING WORK.
4. PIPES 1-1/2" AND SMALLER SHALL BE SUPPORTED AT 8'-0" O.C. MAXIMUM AND PIPES 2" AND LARGER SHALL BE SUPPORTED AT 10'-0" O.C. MAXIMUM.
5. THIS IS A POPULATED BUILDING SPECIAL CONSIDERATION, SCHEDULING, NOISE LEVELS AND STAGING WILL BE REQUIRED DURING ROOFING.
6. THE CONTRACTORS SHALL HAVE THE OPPORTUNITY TO ACQUAINT THEMSELVES WITH ALL EXISTING CONDITIONS AT THE PREBID AND BY APPOINTMENT IF SECONDARY INSPECTION IS NEEDED. NO ALLOWANCES SHALL BE MADE FOR CONDITIONS THAT ARE CLEARLY VISIBLE OR DETECTABLE WITH SOME RESEARCH EFFORT.
7. THE LOADING AREA AVAILABLE AT GROUND LEVEL IS A FIRE, EMERGENCY AND SECURITY ACCESS AREA, A STRICT SCHEDULE FOR STAGING OF DELIVERIES AND CRANING OF MATERIAL MUST BE SUBMITTED BY THE CONTRACTOR TO THE OWNER REPRESENTATIVE, SO THAT THE OWNER MAY COORDINATE ALL NECESSARY PERMITS. ALL MATERIALS WILL HAVE TO BE STORED ON THE ROOF AREAS AND IN STAGING AREA, AS WELL AS SANITARY FACILITIES.
8. NO EMPLOYEES WILL BE ALLOWED IN THE BUILDING. ESCORTED SECURITY WILL NEED TO BE SCHEDULED FOR THE FOLLOWING: ACCESS TO THE ROOF AND ACCESS TO AREAS WITHIN THE BUILDING NECESSARY TO COMPLETE THE SCOPE OF WORK.
9. BEFORE ANY UTILITY CUT OFFS OR DEMOLITION IS TO OCCUR, A SCHEDULE MUST BE SUBMITTED TO THE ARCHITECT. A MINIMUM OF ONE WEEK'S ADVANCE NOTICE OF WORK IS REQUIRED. WORK SCHEDULES WILL BE REQUIRED TO BE SUBMITTED TO THE OWNER REPRESENTATIVE TWICE WEEKLY, ANTICIPATING THE NEXT WEEK'S WORK.
10. THE CONTRACTOR SHALL PROVIDE LICENSED PLUMBING, MECHANICAL AND ELECTRICAL CONTRACTORS TO REMOVE AND REINSTALL ALL EXISTING EQUIPMENT ON THE ROOF. ALL EQUIPMENT SHALL BE FULLY OPERATIONAL WHEN REINSTALLED. CONTRACTOR'S WORK SHALL MEET CURRENT APPLICABLE BUILDING CODES.
11. THE ROOFING CONTRACTOR SHALL PROVIDE FASTENERS AS REQUIRED FOR CORROSIVE AGENTS ADDED TO TREATED WOOD NAILERS (IF PRESERVED WOODS ARE USED) AND AS RECOMMENDED BY THE ROOFING MANUFACTURER AND AS REQUIRED FOR THE WARRANTY.
12. ALL ROOFING SHALL BE ATTACHED TO THE BUILDING IN ACCORDANCE WITH FM 1-75 WIND UPLIFT FASTENING PATTERN AND ASCE 7 REQUIREMENTS.
13. THE DETAILS SHOWN IN DRAWINGS AND PLANS ARE FOR INTENT. THE MOST STRINGENT REQUIREMENTS BETWEEN CONSTRUCTION DOCUMENTS, MANUFACTURERS' DETAILS, SMACNA REQUIREMENTS AND NRCA RECOMMENDATIONS WILL BE REQUIRED.
14. ALL AREAS TO RECEIVE NEW ROOFING MEMBRANE SHALL BE INCORPORATED INTO ROOFING WARRANTY, INCLUDING NEW WALL AND PARAPET MEMBRANE WORK. WARRANTY SHALL INCLUDE ALL PENETRATIONS, FLASHING AND TERMINATIONS. CONTRACTOR SHALL PROVIDE AND INSTALL ALL FLASHINGS, TRIM, SEALANTS, NAILERS, MATERIALS, ETC. REQUIRED TO PROVIDE A COMPLETE WATERPROOF AND NO DOLLAR LIMIT WARRANTED SYSTEM.
15. CONTRACTOR TO FIELD VERIFY ALL CONDITIONS PRIOR TO BID. NO ALLOWANCES WILL BE MADE FOR ADDITIONAL AMOUNTS OF ROOFING MATERIAL, FLASHING, LABOR, ETC. NOT VERIFIED AND NOTIFIED BY THE CONTRACTOR TO THE OWNER REPRESENTATIVE PRIOR TO BID.
16. THE ROOFING SYSTEM SHALL BE INSTALLED PER PLANS, DETAILS, SPECIFICATIONS & MANUFACTURER'S REQUIREMENTS, AND PROVIDE A 20 YEAR NO DOLLAR LIMIT WARRANTY AS OUTLINED IN THE SPECIFICATIONS.
17. PREDRILL ALL METAL FLASHING/ COUNTER FLASHING MATERIAL PRIOR TO INSTALLING FASTENERS.
18. THESE DRAWINGS INDICATE, IN GENERAL, ITEMS OF MATERIAL AND EQUIPMENT WHICH MUST BE REMOVED, REUSED, REFINISHED OR MODIFIED. NO ATTEMPT HAS BEEN MADE TO INDICATE EACH AND EVERY PORTION OF DEMOLITION AND REMODELING WORK. THE INTENT OF THE DRAWINGS IS TO PROVIDE A GUIDELINE TO THE CONTRACTOR(S) TO BETTER ENABLE HIM TO ANTICIPATE THE ENTIRE SCOPE OF WORK. THE CONTRACTOR(S) ARE ADVISED TO VISIT THE JOB SITE TO GET FAMILIAR WITH THE WORK : SCOPE, EXTENT AND ROOF AREAS, PRIOR TO BIDDING. SEE GENERAL NOTE 6 IN REGARD TO SCHEDULING SITE VISITS.
19. ALL WALLS OVER 32" WILL REQUIRE INTERIM TERM BAR. FASTEN 12" O.C..
20. CONTRACTOR SHALL INCLUDE ALL MECHANICAL AND ELECTRICAL COSTS NECESSARY FOR DISCONNECTING OF EXISTING ROOFTOP EQUIPMENT AND ITS RE-INSTALLATION . CONDUCT NECESSARY TESTS TO VERIFY THAT UNITS ARE FUNCTIONAL. THIS INCLUDES RAISING OF CURBS TO MEET 12" ABOVE FINISHED ROOF. ALL CURBS GREATER THAN 24" WILL REQUIRE A CRICKET.
21. ON EXISTING ROOFING SYSTEMS AND WALLS THAT ARE NOT PART OF THIS ROOFING PROJECT, ANY DAMAGE OCCURRING DURING THE RENOVATION WORK SHALL BE REPAIRED AT NO EXPENSE TO THE OWNER. NOTIFY OWNER/ ARCHITECT IN WRITING PRIOR TO STARTING WORK IF ANY DAMAGES ARE PRESENT. DAMAGES NOT REPORTED WILL BE CONSIDERED NEW AND CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS. REPAIRS MUST NOT VOID ANY EXISTING WARRANTIES.
22. ALL SECURITY, SATELLITE, WEATHER STATIONS, PHONE AND BUILDING DCCORATIONS WILL BE HANDLED BY OWNER. COORDINATE WITH OWNER ON DISCONNECT AND RECONNECT.
23. ALL TOOLS AND WORK RELATED EQUIPMENT MUST BE WITHIN WORKERS' POSSESSION AND CONTROL AT ALL TIMES.
24. CONTRACTOR SHALL PROVIDE AN INVENTORY OF ALL NON WORKING AND ABANDONED MECHANICAL EQUIPMENT, SUPPLY LINES, DAMAGED CEILING TILES, SIDEWALKS AND OTHER BLDG COMPONENTS THAT COULD BE AFFECTED BY ROOFING PROCESS. ALL ABANDONED ITEMS SHALL BE REMOVED.
25. COORDINATE ALL MECHANICAL UNIT SHUTOFFS WITH THE PROJECT MANAGER. NO COORDINATION IS TO TAKE PLACE WITH THE USER GROUP.
26. THE DESIGNER AND CONSULTANT IS NOT RESPONSIBLE FOR THE ACT AND OMISSION OF ANY CONTRACTOR, SUBCONTRACTOR, MATERIAL SUPPLIER, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: SAFETY PRECAUTIONS / PROGRAMS AND THEIR ENFORCEMENT, OR FOR THE CONSTRUCTION MEANS AND METHODS, TECHNIQUES, SEQUENCING AND PROCEDURES EMPLOYED BY THE CONTRACTORS AND THE INCLUSION OF THE REQUIREMENTS OF THE MANUFACTURE FROM THEIR PUBLISHED DOCUMENTS, PROCEDURES, AND THEIR STAFF ISSUED VERBAL AND WRITTEN INSTRUCTIONS AND REMEDIES.
27. ALL EQUIPMENT THAT CONTAINS FLAMMABLE FLUIDS MUST EITHER BE REMOVED ON A DAILY BASIS OR THE EQUIPMENT TANK MUST BE DRAINED AT END OF EACH DAY. ANY FLAMMABLE FLUID IN CONTAINERS MUST BE REMOVED FROM THE ROOF ON A DAILY BASIS.

ARMSTRONG GROUP INC. AGI INSPECT • ADVISE • DESIGN • RESOLVE
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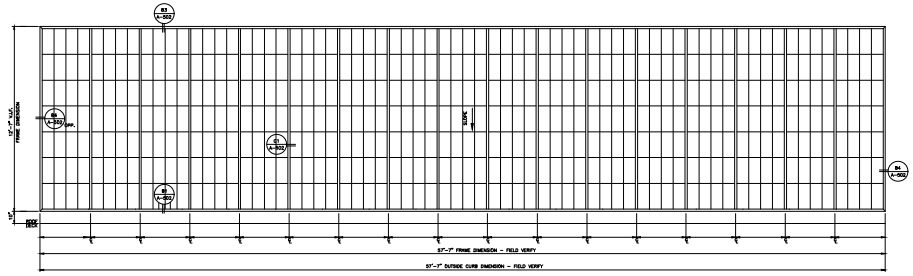
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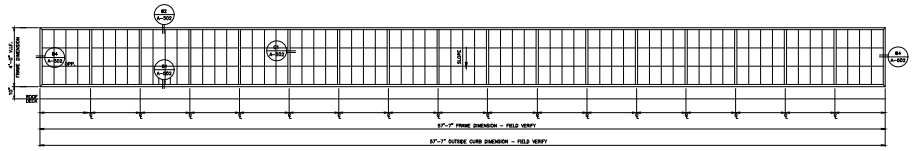
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Sheet title
ROOF PLAN

Sheet No.
A-101
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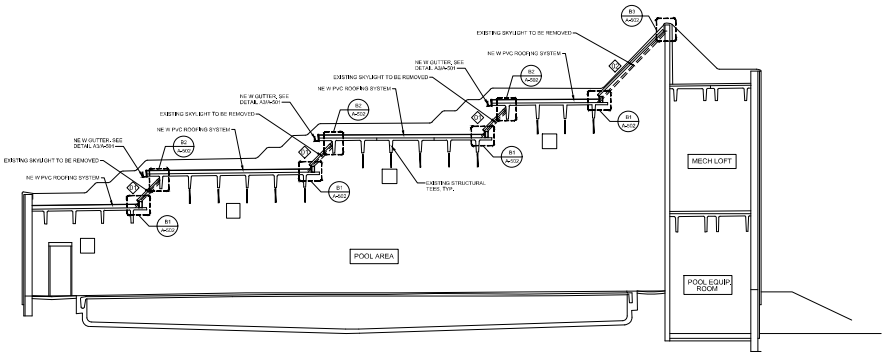
ELEVATION 02



ELEVATION 01

2 A-102 SKYLIGHT ELEVATIONS

N.T.S.



1 A-102 PARTIAL BUILDING SECTION

1/8" = 1'-0"

ARMSTRONG GROUP INC.
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www.agiconsultants.com
Building Investigation
Design & Consulting

FORT MARCY RECREATION COMPLEX REROOF
490 Bishops Lodge Rd.,
Santa Fe, NM 87501

Date 5/25/2021

CD Set

Drawn by AMB
Checked by TPG/DRA

Sheet title

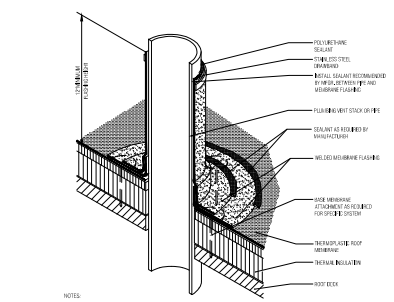
SKYLIGHT

SECTIONS & ELEVATIONS

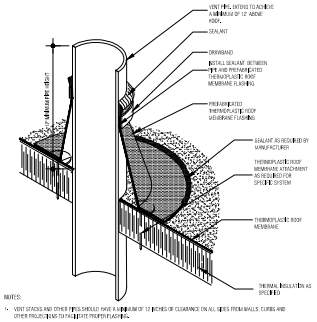
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A-102

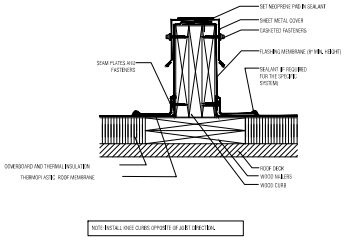
Of TOT



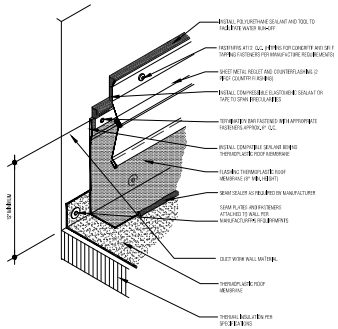
C1 FIELD FABRICATED PIPE FLASHING
N/A



C2 PRE-MOLDED PIPE FLASHING
N/A

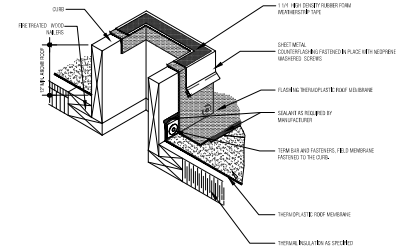


C3 KNEE CURB
N/A

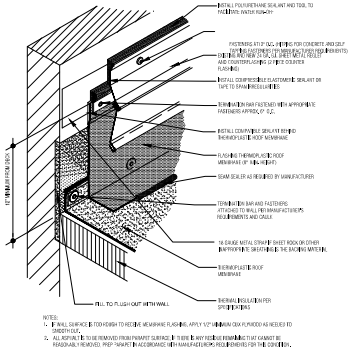


C4 DUCT FLASHING
N/A

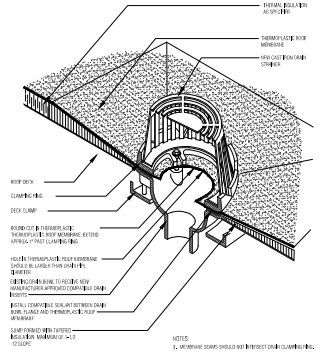
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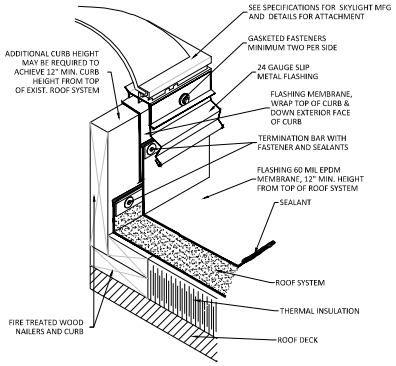
B1 MECHANICAL CURB
N/A



B2 HIGHWALL FLASHING
N/A

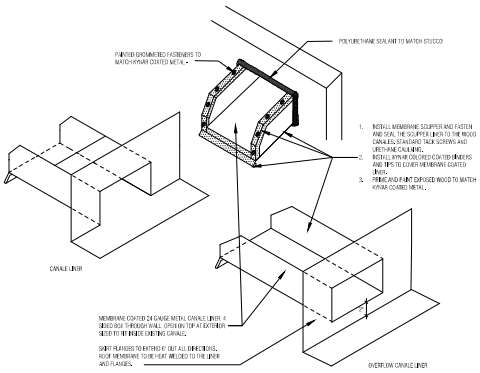


B3 PRIMARY ROOF DRAIN
N/A

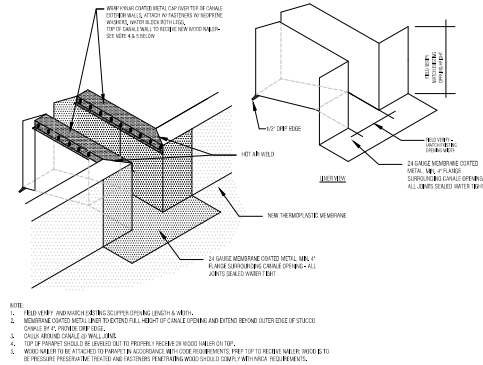


B1 SKYLIGHT FLASHING
N/A

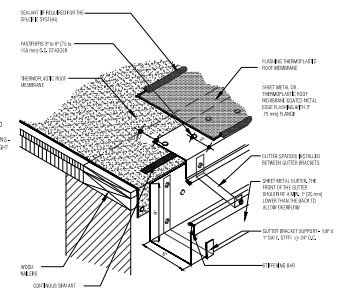
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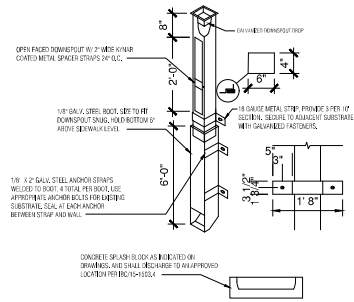
A1 CANALE AND LINER
N/A



A2 MEMBRANE COATED CANALE LINER
N/A



A3 GUTTER DETAIL
N/A



A4 DOWNSPOUT W/ BOOT @ GUTTER OUTLET
N/A

1 2 3 4

Armstrong Group, Inc.
PO Box 92977
Albuquerque, NM 87199
505.899.0089
www.agiconsultants.com
Building Investigation
Design & Consulting

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490 Bishops Lodge Rd., Santa Fe, NM 87501

Date 5/25/2021

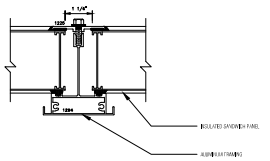
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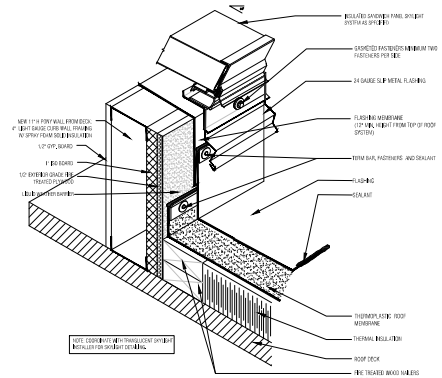
Sheet title
ROOF DETAILS

Sheet No.
A-501

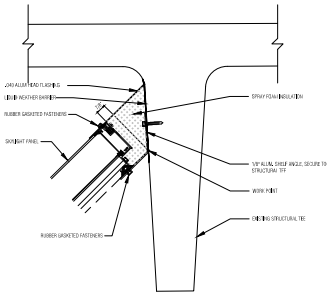
Of TOT



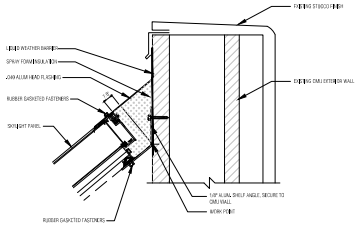
C1 SKYLIGHT RAFTER DETAIL



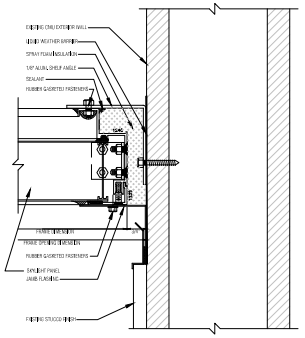
B1 SKYLIGHT CURB FLASHING



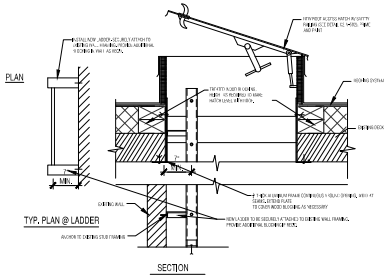
B2 SKYLIGHT HEAD DETAIL



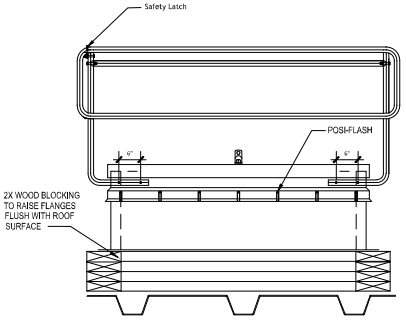
B3 SKYLIGHT HEAD DETAIL



B3 SKYLIGHT JAMB DETAIL

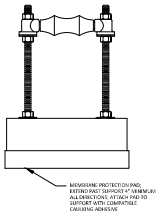


A1 ROOF HATCH WITH LADDER

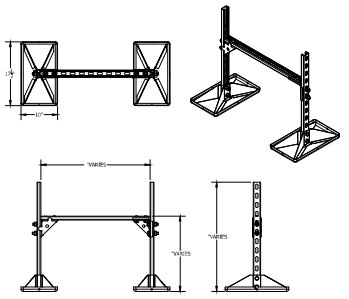


BASIS OF DESIGN: ROOF HATCH FALL PROTECTION SAFETY RAIL BY SAFEPRO L.P. OR APPROVED EQUAL.

A2 ROOF HATCH SAFETY RAILING



A3 PIPE SUPPORT



FRAME CONSTRUCTED OF STRUT AND BASES TO SUPPORT DUCT ON FLAT ROOFS, BASE DESIGN ALLOWS A SLIP-BY SUPPORT WHERE PENETRATION OR ANCHORING TO THE ROOF MEMBRANE, DUCTS REST ON A 1 5/8" X 1 5/8" STRUT AND ARE ADJUSTABLE IN HEIGHT. THE DUCT SUPPORT BASE IS MADE OF HOT-DIP GALVANIZED STEEL AND ALL OTHER METAL PARTS ARE MADE OF HOT-DIP GALVANIZED STEEL.
MAXIMUM SPACING IS NOT EXCEED 8'-0" OR MANUFACTURERS RECOMMENDATION.

A4 DUCT SUPPORT

1 2 3 4

ARMSTRONG GROUP INC.
AGI
INSPECT • ADVISE • DESIGN • RESOLVE
Armstrong Group, Inc.
PO Box 92977
Albuquerque, NM 87199
505.899.0089
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Building Investigation
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Sheet title

ROOF DETAILS

Sheet No.

A-502

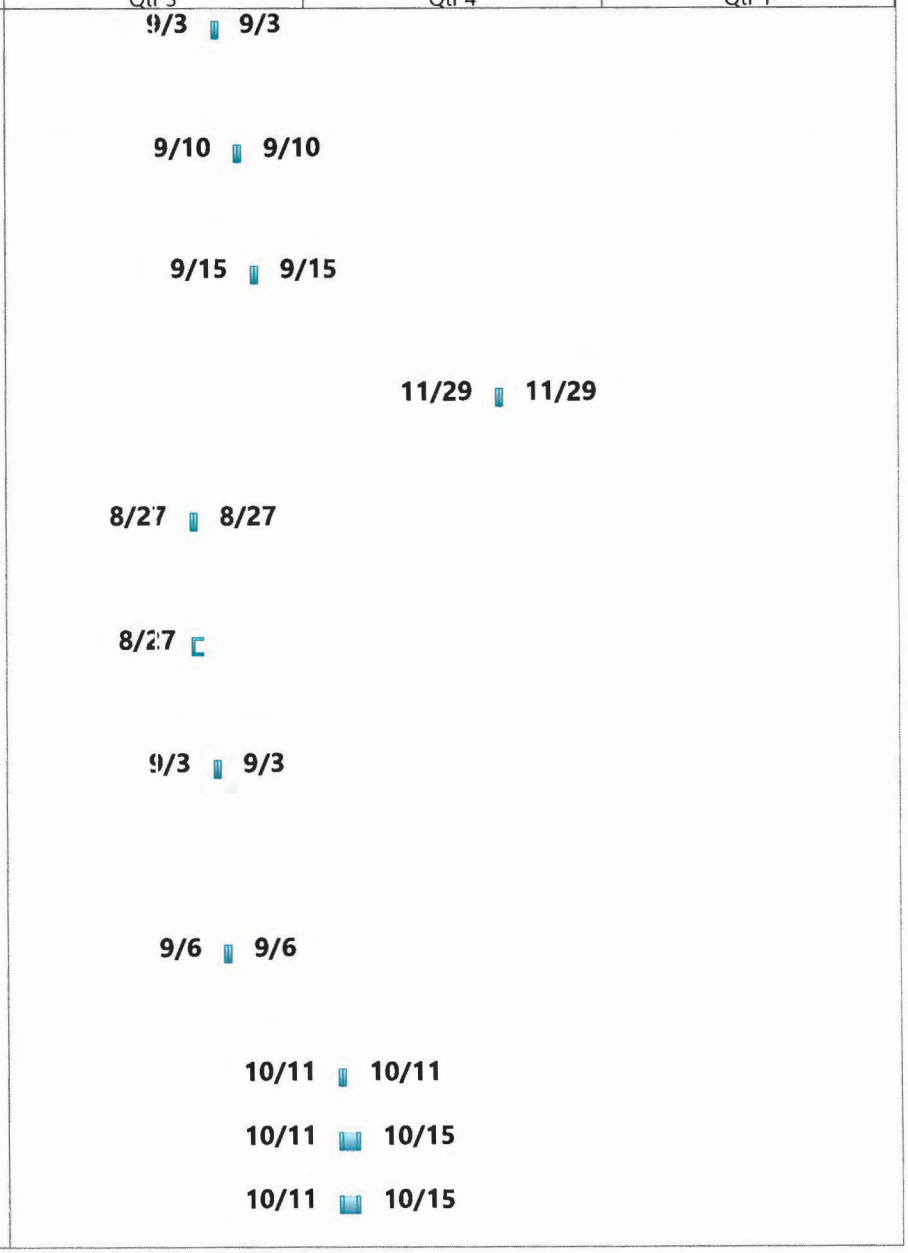
Of TOT

Fort Marcy Re-Roof and Skylight Replacement

ID	Task Name	Start	Finish	2022 Qtr 3	2022 Qtr 4	2022 Qtr 1
1	**This schedule will be verified for accuracy once the Notice to Proceed is received**					
2	**Material delivery dates are subject to change from product manufactures with little to no notice, the delivery dates included in this schedule are considered estimated "best case"**					
3	**A detailed bi-weekly "look ahead" schedule will be maintained and discussed at the weekly progress meeting**					
4	**This schedule does not include weather delay contingency. Any weather delays will be documented on a day to day basis with the owner and AGI**					
5	Notice to Proceed	Mon 8/16/21	Mon 8/16/21	8/16 8/16		
6	Notice to Proceed all Subcontractors	Mon 8/16/21	Mon 8/16/21	8/16 8/16		
7	Subcontractor AIA contracts	Mon 8/16/21	Fri 8/20/21	8/16 8/20		
8	Roofing Submittal Package Turned into FMCI	Mon 8/16/21	Wed 8/25/21	8/16 8/25		
9	Major Industries Natatorium Skylight Material Package Turned in to FMCI	Fri 9/3/21	Fri 9/3/21	9/3 9/3		

FIRST MESA CONSTRUCTION, INC.

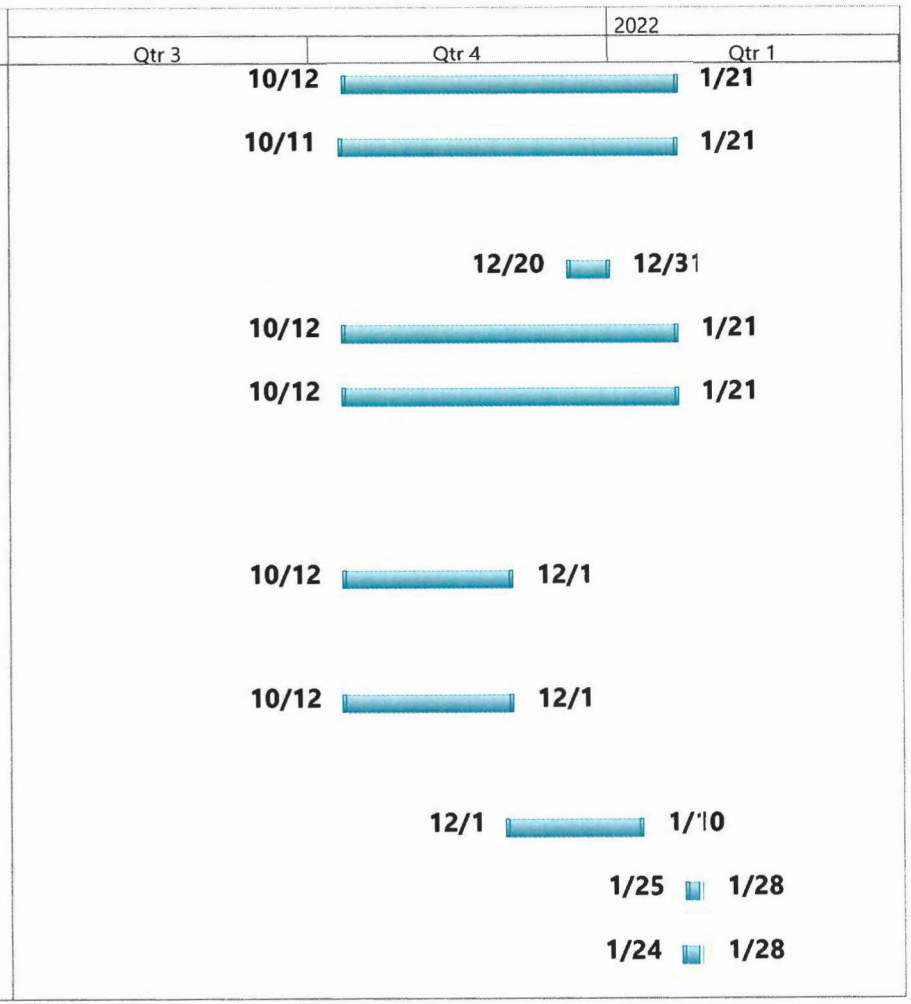
ID	Task Name	Start	Finish
10	Major Industries Natatorium Skylight Material Package Turned in to AGI on or before	Fri 9/3/21	Fri 9/3/21
11	Major Industries Natatorium Skylight Material Submittal Package approved for ordering	Fri 9/10/21	Fri 9/10/21
12	Major Industries Natatorium Skylight Materials Ordered on or before Sept 15 , est 10 week delivery	Wed 9/15/21	Wed 9/15/21
13	PROJECTED DELIVERY date of Major Industries Natatorium Skylight Installation	Mon 11/29/21	Mon 11/29/21
14	Roofing Material Submittal package turned in to AGI for Approval	Fri 8/27/21	Fri 8/27/21
15	FMCI materials and insulite, Gymnasium fixed skylight submittals turned in to AGI for approval	Fri 8/27/21	
16	Roofing materials, insulite fixed Gymnasium skylight and FMCI material submittal approved and returned to FMCI for ordering	Fri 9/3/21	Fri 9/3/21
17	Roofing materials and insulite Gymnasium skylight material order on	Mon 9/6/21	Mon 9/6/21
18	ESTIMATED Roofing materials delivery	Mon 10/11/21	Mon 10/11/21
19	Mobilization and material stock	Mon 10/11/21	Fri 10/15/21
20	Temp fence and portable restroom placement	Mon 10/11/21	Fri 10/15/21



FIRST MESA CONSTRUCTION, INC.

Fort Marcy Re-Roof and Skylight Replacement

ID	Task Name	Start	Finish
21	Roofing tear off and replacement	Tue 10/12/21	Fri 1/21/22
22	Interior finish protection in general, but specifically at Natatorium, Gym and Gym floor as required	Mon 10/11/21	Fri 1/21/22
23	Unidentified work progress	Mon 12/20/21	Fri 12/31/21
24	Roofing - associated carpentry/wall and curb mods	Tue 10/12/21	Fri 1/21/22
25	Roof ladder and hatch installations to be scheduled along with roof area of influence under construction	Tue 10/12/21	Fri 1/21/22
26	Existing sandwich panel system demo at Natatorium	Tue 10/12/21	Wed 12/1/21
27	Structural mods for new sandwich panel installation at Natatorium	Tue 10/12/21	Wed 12/1/21
28	New sandwich panel installation at Natatorium	Wed 12/1/21	Mon 1/10/22
29	Final inspection and clean up	Tue 1/25/22	Fri 1/28/22
30	De-mobilize	Mon 1/24/22	Fri 1/28/22



FIRST MESA CONSTRUCTION, INC.

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **45 Vendors**

Number: **00-00000-20-00110**

Amendment No.: **Two**

Term: **July 1, 2020 – June 30, 2022**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Procurement Specialist: **Michael Saavedra**

Telephone No.: **505-372-8489**

Email: **Michael.Saavedra@state.nm.us**

Title: **General Construction Services - Statewide**

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 July 1, 2021 to June 30, 2022 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Pawlk

Mark Hayden, New Mexico State Purchasing Agent

Date: 3/31/2021

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS CF

Certificate Of Completion

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Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
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13 Bataan Blvd
Santa Fe, NM 87508
ClarkeJ.Fountain@state.nm.us
IP Address: 174.237.135.68

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Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	CF Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.68	Sent: 3/31/2021 9:54:22 AM Viewed: 3/31/2021 9:54:33 AM Signed: 3/31/2021 9:54:40 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 174.237.128.217	Sent: 3/31/2021 9:54:41 AM Viewed: 3/31/2021 11:20:01 AM Signed: 3/31/2021 11:20:20 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 174.237.133.74 Signed using mobile	Sent: 3/31/2021 11:20:22 AM Viewed: 3/31/2021 11:26:21 AM Signed: 3/31/2021 11:27:14 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2021 9:54:22 AM
Certified Delivered	Security Checked	3/31/2021 11:26:21 AM
Signing Complete	Security Checked	3/31/2021 11:27:14 AM
Completed	Security Checked	3/31/2021 11:27:14 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor **(45) Vendors** **Telephone:**

Price Agreement Number: **00-00000-20-00110**

Price Agreement Amendment No.: **One**

Term: **July 1, 2020 – June 30, 2021**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law**
Invoice: **As Requested**

Procurement Specialist: **Michael Saavedra** MS

Telephone No.: **(505) 827-0610**

Email: **Michael.Saavedra@state.nm.us**

Title: **General Construction Services - Statewide**

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

This amendment is issued to reflect the following effective immediately:

Add two vendors to the Price Agreement.

See Attached pages for vendor information and pricing.

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

Valerie Paulk _____ Date: 07/20/20

Mark Hayden, New Mexico State Purchasing Agent

X **This Amendment was signed on behalf of the State Purchasing Agent**

JDL

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Vendor
(BR) 0000049445
ESA Construction, Inc.
3435 Girard Blvd. NE
Albuquerque, NM 87107
(505) 884-2171
spannell@esaconstruction.com

Payment Terms: Net 30

Delivery: As required by contracts or purchase orders

(BS) 0000138553
Nine Degrees Construction, LLC
101 Maguey Ct. Suite 2
Sunland Park, NM 88063
(915) 526-8739
cesarm@nine-degrees.com

Payment Terms: Net 30

Delivery:

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
001	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
002	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
003	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

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Item	**Approx. Qty.**	**Unit**	**Article and Description**			
004	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
005	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)			$32.20	$32.20	$32.20	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
006	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
007	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, regular hours.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
008	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

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Item	**Approx. Qty.**	**Unit**	**Article and Description**			
009	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
010	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Journey or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
011	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)						

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
012	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

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Item	Approx. Qty.	Unit	Article and Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor:	Unit Price
(BR)	$0.00
(BS)	$0.00

Item	Approx. Qty.	Unit	Article and Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor:	Unit Price
(BR)	0%
(BS)	2%

Item	Approx. Qty.	Unit	Article and Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Unit Price
(BR)	$130.00
(BS)	$100.00

Item	Unit	Article and Description			
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rage that does not exceed the IRS Mileage Rage linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.			
Vendor:	Physical Address	Company Nam	Address	City/Zip	Unit Price
(BR)	Main: 3435 Girard Blvd. NE, ABQ, NM 87107; 645 El Molino Blvd. Las Cruces, NM 88005	ESA Construction, Inc.	3435 Girard Blvd. NE/645 El Molino Blvd.	Albuquerque/Las Cruces	$0.85
(BS)	101 Maguey Ct. Suite 2	Nine Degrees Construction, LLC.	101 Maguey Ct. 2	Sunland Park, NM 88063	$0.65

*** 16 Items Total ***

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendors:
43 Vendors – Starting on page 6

Price Agreement Number**:** **00-00000-20-00110**

Payment Terms**:** **See page 6**

F.O.B.**:** **Destination**

Delivery**:** **See page 6**

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

Invoice:
As Requested

Procurement Specialist**:** Michael Saavedra MS

Telephone No.**:** 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

Term**:** **July 1, 2020 thru June 30, 2021**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Valerie Paulk
New Mexico State Purchasing Agent

Date: 6/26/2020

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

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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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

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 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

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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 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.

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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!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law 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 as 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 the New Mexico State Purchasing Agent, his/her designee 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.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

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 following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the 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 page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

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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 in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 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 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(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000139642
AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction

Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401
All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253
Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601
Anchorbuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

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(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30

Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30

Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30

Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30

Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30

Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilcup@facilitybuild.com

Payment Terms: Net 30

Delivery: As Required

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(AM) 0000079938
Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596
First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692
Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas, NM 87701

(AP) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388
GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

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(AS) 0000049140
Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321
Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684
JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051
La Mesilla Construction, LLC
98 County Road 119
Espanola, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206
Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms NM 87068

(AX) 0000050594
Longhorn Construction Services, Inc.
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795
Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelecnathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

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(AZ) 0000070502
Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272
Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491
Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376
Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378
Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941
Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

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(BF) 0000114869
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577
QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517
R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
505-927-2027
robert@rmconstructionnm.com

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923
Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com or paul@sdvconstruction.com

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453
Sanchez Demolition, Inc.
PO Box 721
Bosque, NM 87006
505-864-7551
sanchezdemolition@gmail.com

Payment Terms: 30 days net

Delivery:

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(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmains@snyder-const.com

Payment Terms: Net 30

Delivery: Destination

(BM) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com or ricky@wwrcinc.com

Payment Terms: net 30 days

Delivery: as requested

(BN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com

Payment Terms: Net 30

Delivery: Delivery

(BO) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net or keith.welch99@comcast.net

Payment Terms: Net 30

Delivery: TBD, Job site.

(BP) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800
westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

Payment Terms: 30 Days

Delivery: Hand Delivery

(BQ) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after Submission

Delivery: 1700 10th Street, Alamogordo, NM 88310

Original - File

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: FIRST MESA CONSTRUCTION INC
DBA: FIRST MESA CONSTRUCTION INC

Business Location: 8819 SECOND ST NW
ALBUQUERQUE, NM 87114

Owner: FIRST MESA CONSTRUCTION INC

License Number: 226466

Issued Date: June 14, 2021

Expiration Date: June 14, 2022

CRS Number: 02-331855-004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

FIRST MESA CONSTRUCTION INC
PO BOX 92258
ALBUQUERQUE, NM 87199

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Client#: 1142022 FIRSTMES

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/14/2021

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Stuart Kuyper / Mollie Encee	
USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109 505 262-2621	PHONE (A/C, No, Ext): 505 262-2621	FAX (A/C, No): 855 512-3881
	E-MAIL ADDRESS: Mollie.Encee@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Continental Insurance Company	35289
INSURER C : New Mexico Mutual Casualty Company	40627
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
First Mesa Construction, Inc.
PO Box 92258
Albuquerque, NM 87199-2258

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY	X	X	5091435171	03/10/2021	03/10/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	5091435154	03/10/2021	03/10/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	5091435168	03/10/2021	03/10/2022	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	17891126	03/10/2021	03/10/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder and Owner, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to ongoing and completed operations and work performed on behalf of the named insured.
The General Liability, Automobile and Workers' Compensation policies provide a Blanket Waiver of (See Attached Descriptions)

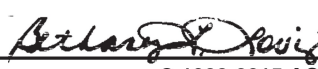
CERTIFICATE HOLDER

For Informational Purposes Only
For Informational Purposes Only
For Informational Purposes Only

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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DESCRIPTIONS (Continued from Page 1)

Subrogation in favor of the same, when required by written contract.
The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: First Mesa Construction, LLC

Procurement Title: Ft Marcy Roof and Skylights

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 Public Works/Facilities Division Staff Name Caryn Grosse

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
☐	☒	Bid 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: _____

Caryn Grosse	Facilities Project Administrator	6/28/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Jun 30, 2021 14:41 MDT)	Chief Procurement Officer	Jun 30, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202776**

Contractor: **First Mesa Construction, LLC**

Description: **Service Agreement in the Total Amount of $1,444,526.87 to Replace Ft Marcy Roof and Skylights**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **upon approval** Term End Date: **June 30, 2022**

[ ] Approved by Council Date: _____

Contract / Lease: Original Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[ ] Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original contract to replace roof and skylights at Ft Marcy.

3. **Procurement History:** **SWPA # 00-00000-20-00110 General Construction Services Statewide**

Fran Dunaway (Jun 30, 2021 14:41 MDT) Jun 30, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Procurement Issued utilizing a SWPA.

4. **Funding Source:** CIP BOND GRT18FMD 335.359980.520100 **Org / Object:** _____

Andy Hopkins (Jun 30, 2021 14:18 MDT) Jun 30, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Caryn Grosse** Phone # **955-5938**

Email: **clgrosse@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 07/12/2021
ISSUE NO. 8b Request for Approval of Service Agreement in the Total Amount of $1,444,526.87 to Replace Ft Marcy Roof and Skylights; First Mesa Construction, Inc.; Caryn Grosse, clgrosse@santafenm.gov, 505-955-5938 **COMMITTEE REVIEW:** Public Works and Utilities Committee: July 12, 2021 Finance Committee: July 19, 2021 Governing Body: July 28, 2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 7/19/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 8, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Civic Housing Authority (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds for rehabilitation and maintenance costs associated with County Club Apartments, which contains 62-2 and 3 bedroom units currently housing a majority of renters earning less than 30% AMI.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM AND EFFECTIVE DATE.

Article 3 of the Agreement is hereby deleted. A new Article 3 of the Agreement is inserted to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

This Agreement shall become effective when signed by the City. This Agreement shall terminate on June 30, 2022 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CONTRACTOR:
SANTA FE CIVIC HOUSING AUTHORITY

By: ed romero (Jun 18, 2021 15:07 MDT)
ED ROMERO
EXECUTIVE DIRECTOR

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Jun 18, 2021 13:46 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR
2402750.510500
ORG/OBJ
AJH
AJH

Amendment - Country Club apts

Final Audit Report 2021-06-18

Created:	2021-06-18
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbCgBza3iTqsosFnwfpJlfTuyvTLiFwrP

"Amendment - Country Club apts" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-06-18 - 8:59:31 PM GMT- IP address: 63.232.20.2

Document emailed to ed romero (edromero@sfcha.com) for signature
2021-06-18 - 8:59:48 PM GMT

Email viewed by ed romero (edromero@sfcha.com)
2021-06-18 - 9:06:36 PM GMT- IP address: 65.141.78.186

Document e-signed by ed romero (edromero@sfcha.com)
Signature Date: 2021-06-18 - 9:07:29 PM GMT - Time Source: server- IP address: 65.141.78.186

Agreement completed.
2021-06-18 - 9:07:29 PM GMT

ITEM # 20-0324

CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Santa Fe Civic Housing Authority** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
The Contractor shall perform the following work:

A. Use AHTF funds for rehabilitation and maintenance costs associated with Country Club Apartments, which contains 62 – 2 and 3 bedroom units currently housing a majority of renters earning less than 30% AMI. Eligible rehabilitation activities may include:

1. Asphalt parking and driveway overlays;
2. Installation of accessible handicap parking spaces, van and car;
3. Roofing about parking spaces;
4. Landscape improvements, including refurbishing basketball court;
5. Installation of smoke detectors in proximity to bedroom spaces;
6. Replacement of door handle hardware to be compliant with ADA.

B. Follow procurement processes consistent with the state procurement code, including 3 bids for proposed scope of work.

C. Report to the City on a quarterly basis the use of funds, including project status updates.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring that

specifically demonstrates compliance with proposed affordability criteria.

E. Performance Measures.

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed one hundred forty thousand dollars ($140,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed ($140,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the

City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the

Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *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.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately 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.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **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.

8. **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.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **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 the prior written approval of the City.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

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.

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 Article 12 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 Article 12 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 Article 12 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.

13. **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 Article 4 herein, or to agree to the reduced funding.

14. **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 Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Penalties for violation of law.**

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 illegal bribes, gratuities and kickbacks.

16. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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.

17. **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 Section 38-3-1 (G) NMSA 1978. 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.

18. **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.

19. **Professional Liability Insurance.**

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. **Other 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **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.

D. 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.

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. 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

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. **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.

24. **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.

25. **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.

26. **Notices.** shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Civic Housing Authority
664 Alta Vista St.
Santa Fe, NM 87505

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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:_____

SANTA FE CIVIC HOUSING AUTHORITY:

ed romero

ED ROMERO
EXECUTIVE DIRECTOR

DATE:_____

CRS# 01-505902-00-2
Registration # 67971

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 07/08/20

CITY ATTORNEY' S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510500
Business Unit/Line Item

Santa Fe Civic Housing Authority

Serving the community since 1961

MEMO

TO: **City of Santa Fe**
FROM: **David Martinez**
DATE: **June 18, 2021**
SUBJECT: **Country Club, AHTF Award 2020-2021, PO #22101111**

This affordable housing project, constructed in 1964 consists of 62 units. This entire site is in need of upgrades but the essential infrastructure repairs are the most glaring need at this time, particularly the sewer line system that will require replacing and rerouting. We plan on this award money going toward asphalt and landscape improvements but we want to make sure the underground work is finished first, thus the request for an extension on expending the award funds. We anticipate invoicing for our 2020-2021 AHTF funds in the next 4 months.

Please let me know if you have any questions.

Thank you for your consideration,

David Martinez

Dave Martinez, Deputy Director

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Civic Housing Authority

Procurement Title: 20/15/P

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 OAH Staff Name Roberta Catanach/Alexandra Ladd

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:

Roberta Catanach Contract Administrator 06/17/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Duranway

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201905**

Contractor: **Santa Fe Civic Housing Authority**

Description: **Agreement delivers funds for rehabilitation and maintenance costs associated with Country Club Apartments, which contains 62 units currently housing a majority of renters earning less than 30% AMI**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **07/01/2020** Term End Date: **06/30/2021**

☑ Approved by Council Date: **07/08/2020**

Contract / Lease: **Contract for $140,000**

Amendment # **1** to the Original Contract / Lease # **20-0324**

Increase/(Decrease) Amount $ _____

Extend Termination Date to: **06/30/2022**

☐ Approved by Council Date: _____

Amendment is for: **To extend term to 06/30/2022**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original: $140,000 to expire 06/30/2021
Amendment: To Extend term to 06/30/2022

3. **Procurement History:** **RFP #201/15/P**

Jun 30, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Award from RFP

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Andy Hopkins
Andy Hopkins (Jun 30, 2021 17:37 MDT)

Jun 30, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: July 2, 2021

To: Finance Committee – July 19, 2021
Quality of Life Committee – July 21, 2021
Public Works Committee – July 26, 2021
City Council – July 28, 2021

Via: Rich Brown, Community Development Director Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (Jul 7, 2021 08:56 MDT)

Re. Amendment #1 to SFCHA – Country Club Apartments Rehabilitation

---

ACTION REQUESTED:
Approve amendment #1 to the Santa Fe Civic Housing Authority's (SFCHA) contract for Country Club Apartments rehabilitation project awarded through RFP# 20/15/P. The purpose of the amendment is to extend the term of performance through June 30, 2022 to allow extra time for project completion. The amount of compensation remains the same.

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

In April of 2021, the Governing Body approved allocating an additional amount of $1,800,000 into the AHTF to provide direct support for affordable housing within the current fiscal year. This amount was added to the AHTF allocation for 2021-22 ($1,200,000) for a total of $3,000,000.

ITEM and ISSUE
The attached amendment extends the contract term through June 30, 2022. This amendment does NOT increase compensation but provides additional time for the SFCHA to complete the proposed scope of work. Delays were attributable to supply chain and labor shortage issues, as well as other projects having priority due to pandemic conditions. The funds are anticipated to be fully expended within 6 months of this extension.

1-Council_Packet_Memo_AHTF_SFCHA

Final Audit Report 2021-07-06

Created:	2021-07-06
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU5_6NIqu6qTAFIjuap87hHjobyEV40Lv

"1-Council_Packet_Memo_AHTF_SFCHA" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-07-06 - 7:35:42 PM GMT- IP address: 63.232.20.2

Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2021-07-06 - 7:36:01 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2021-07-06 - 9:01:07 PM GMT- IP address: 71.228.116.134

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-07-06 - 9:01:23 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
2021-07-06 - 9:01:23 PM GMT

Adobe Sign

Memo - SF Civic Housing Authority

Final Audit Report 2021-07-07

Created:	2021-07-07
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW1xXX5ocbcmu0TSAwKlwLI7_bVw2DuWa

"Memo - SF Civic Housing Authority" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-07-07 - 2:16:32 PM GMT- IP address: 63.232.20.2

Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2021-07-07 - 2:17:02 PM GMT

Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2021-07-07 - 2:56:15 PM GMT- IP address: 63.232.20.2

Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2021-07-07 - 2:56:35 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-07-07 - 2:56:35 PM GMT

Adobe Sign

COUNCLU-01 BSTIERWALT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/2/2021

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Barbara Stierwalt	
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member 4333 Pan American Fwy NE, Suite A Albuquerque, NM 87107	PHONE (A/C, No, Ext): (505) 247-0444	FAX (A/C, No):
	E-MAIL ADDRESS: bstierwalt@bbirs.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Casualty Insurance Company of Americ	40282
INSURED Country Club Apartments LP Santa Fe Civic Housing Authority 664 Alta Vista St Santa Fe, NM 87505	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			680-4R86896A-20-22	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			680-4R86896A-20-22	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

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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AGENCY CUSTOMER ID: COUNCLU-01 BSTIERWALT

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member	Country Club Apartments LP Santa Fe Civic Housing Authority 664 Alta Vista St Santa Fe, NM 87505
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes an additional insured and/or waiver of subrogation endorsement (or provision) that provides additional insured and/or waiver of subrogation status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. See forms attached.

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POLICY NUMBER: 680-4R86896A-20-42

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 10/19/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED–DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

CITY OF SANTA FE

OFFICE OF AFFORDABLE HOUSING
500 MARKET STREET, SUITE 200
SANTA FE NM 87505

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

Copyright, Insurance Services Office, Inc., 1984

CATANACH, ROBERTA L.

From: LUJAN, BARBARA J.
Sent: Wednesday, July 7, 2021 11:46 AM
To: CATANACH, ROBERTA L.
Cc: LOVATO, MELANIE Y.
Subject: RE: WC

Hi:
We are in the process of finalizing a RFP and have an extension for ninety days so it is ok to use the current one until the new one is sent.
Barbara
690-2854

From: CATANACH, ROBERTA L. <rlcatanach@santafenm.gov>
Sent: Wednesday, July 7, 2021 10:21 AM
To: LUJAN, BARBARA J. <bjlujan@santafenm.gov>
Subject: WC

Barbara,

You sent me this policy for SF Civic Housing Authority, but I just realized that it has expired. Can you please send me a current Certificate.

Thank you

Roberta Catanach
Office of Affordable Housing
500 Market Street, Ste 200
(505) 955-6421

From: LUJAN, BARBARA J. <bjlujan@santafenm.gov>
Sent: Wednesday, June 23, 2021 3:36 PM
To: CATANACH, ROBERTA L. <rlcatanach@santafenm.gov>
Subject: FW:

Hi,
Here you go.

Barbara
690-2854

From: WILLIAMS, BRIAN G. <bgwilliams@santafenm.gov>
Sent: Wednesday, June 23, 2021 3:17 PM
To: LUJAN, BARBARA J. <bjlujan@santafenm.gov>
Subject:

Brian Williams
Director
City of Santa Fe Emergency Management and Safety
bgwilliams@santafenm.gov
C: 505-469-1484

REQUEST FOR WAIVER OF INSURANCE

Date: 06/25/2021 **Division/department:** Office of Affordable Housing

Project manager: Alexandra Ladd **Phone:** 303-9868

Requested for: Waiver of Professional Liability coverage

☐ **General liability** ☐ **Auto liability** ☐ **Professional liability**

☐ **Workers compensation (Mandatory unless sole proprietor)** ☐ **Other insurance**

Scope of services: Provide rehabilitation services for a minimum of 20 owner-occupied homes for households with incomes below 80% AMI. Maximum assistance per household is $14,000

Why the request for waiver: This is a repair program, therefore they cannot purchase Professional Liability Coverage

Division evaluation of risk:

What is the term and annual dollar amount of the contract:	1 Year term - $90,000	
Is our standard contract being used:	☐ Yes	☐ No
Was the contractor asked if they carry insurance:	☐ Yes	☐ No
Is there construction/demolition:	☐ Yes	☐ No
Is there potential for bodily injury or property damage:	☐ Yes	☐ No
Are crowds or children likely to be involved:	☐ Yes	☐ No
Will the contractor be working on site in the City:	☐ Yes	☐ No
Is the contractor a professional (licensed, certified):	☐ Yes	☐ No
Will the City rely on information to make future decisions:	☐ Yes	☐ No
Could poor, non-performance or the product cause loss:	☐ Yes	☐ No

Office of Risk Management recommendation: ☐ **Yes** ☐ **No**

Melanie Lovato

☑ **Insurance Waiver Approved** ☐ **Insurance Waiver Not Approved**

_____ _____

Jarel LaPan Hill, City Manager **Date**

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #20-0372

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 29, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and New Mexico Coalition to End Homelessness (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds to implement the Homeless Early Intervention Project to provide financial assistance.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 1, Section B of this Agreement is hereby deleted. A new Article 1, Section B of the Agreement is inserted so that Article 1, Section B reads in its entirety as follows:

B. Increase staffing capacity to administer the financial assistance provided through this contract. Reimbursement for additional staff will be documented through payroll reports and timesheets. This staff will be responsible for the following:

1) Work with partner agencies (including but not limited to Life Link, St. Elizabeth Shelter, Youth Shelters and Family Services and the Santa Fe Interfaith Shelter) to

identify households and individuals in need of assistance, with particular focus on those currently living in temporary situations, such as hotels and the Midtown Shelter.

2) Determine housing instability or risk of homelessness and document household's eligibility for assistance;

3) Approve payment to cover rent, deposits, utilities, and arrears directly to the utility company, landlord or services provider.

4) Participate in the NM Coordinated Entry System (CES) and support the participation of partner agencies to complete an assessment for all persons experiencing homelessness or at risk of homelessness and to assess the impact of Covid-19 and other social determinants of health.

5) Participate in case conferencing regarding high priority clients so that the process moves beyond status updates to focus on action-oriented housing outcomes.

2. COMPENSATION

Article 2, Section A of the Agreement is hereby deleted. A new Article 2, Section A of this Agreement is inserted to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000) so that Article 2, Section A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed four hundred thirty thousand dollars ($430,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed ($430,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor**

is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. TERM AND EFFECTIVE DATE.

Article 3 of the Agreement is hereby deleted. A new Article 3 of the Agreement is inserted to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

Date: _____

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

CONTRACTOR:
NEW MEXICO COALITION TO
END HOMELESSNESS

By: _____
HANK HUGHES
EXECUTIVE DIRECTOR

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Jun 8, 2021 14:18 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2400223.510500 - $200,000 – (AHTF)
1002750.510500 - $50,000 (GF)____
ORG/OBJ #

AJH
AJH

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201908**

Contractor: **New Mexico Coalition to End Homelessness (NMCEH)**

Description: **To deliver rental assistance to residents in Santa Fe who are experiencing housing instability or homelessness**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **07/01/2020** Term End Date: **06/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: **Emergency contract**

Amendment # **1** to the Original Contract / Lease # **20-0372**

Increase/(Decrease) Amount $ **250,000 ($200,000 from AHTF 2400223.510500 & $50,000 from GF 1002750.5105**

Extend Termination Date to: **06/30/2022**

☐ Approved by Council Date: _____

Amendment is for: **Increase compensation by $200,000 and to extend term to 06/30/2022**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original contract - $180,000
Amend #1 - Increasing compensation by $250,000 for a total of $430,000; extending term to 06/30/2022 (Funds split: $200,000 from AHTF 2400223.510500; $50,000 from GF 1002750.510500)

3. **Procurement History:** **General Fund and AHTF**

Fran Delaway (Jun 29, 2021 13:15 MDT) Jun 29, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend and extend term for an existing contract.

4. **Funding Source:** _____ **Org / Object:** **2400223.510500; 1002750**

Andy Hopkins (Jun 29, 2021 12:00 MDT) Jun 29, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Coalition To End Homelessness

Procurement Title: 20/15/P (GF)

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 OAH Staff Name Roberta Catanach

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:

Roberta Catanach	Contract Administrator	06/02/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Jun 29, 2021 13:15 MDT)	Chief Procurement Officer	Jun 29, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

Council_Packet_Memo_AHTF_amendments

Final Audit Report 2021-06-23

Created:	2021-06-23
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKC7xDgueC3j0t3qwMzkv9T8grDmVF8WL

"Council_Packet_Memo_AHTF_amendments" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-06-23 - 6:04:50 PM GMT- IP address: 63.232.20.2

Document emailed to Richard Brown (rdbrown@ci.santa-fe.nm.us) for signature
2021-06-23 - 6:05:07 PM GMT

Email viewed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
2021-06-23 - 9:36:32 PM GMT- IP address: 71.228.116.134

Document e-signed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
Signature Date: 2021-06-23 - 9:36:46 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
2021-06-23 - 9:36:46 PM GMT

Adobe Sign

Memo For Packet

Final Audit Report 2021-06-23

Created:	2021-06-23
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZmJJGsm83VB7_CKLfc91ewH-olSnVHNH

"Memo For Packet" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-06-23 - 9:43:21 PM GMT- IP address: 63.232.20.2

Document emailed to Alexandra ladd (agladd@santafenm.gov) for signature
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Document e-signed by Alexandra ladd (agladd@santafenm.gov)
Signature Date: 2021-06-23 - 9:46:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-06-23 - 9:46:00 PM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2021

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	CONTACT NAME: CONRAD SCHOTT
ZIA INS AGENCY INC/CAPITOL INS SERVICES LLC 810 CALLE MEJIA SUITE 106 SANTA FE NM 87501	PHONE (A/C, No, Ext): 505.983.7329 FAX (A/C, No): 505.986.6116 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN HALLMARK INSURANCE CO	
INSURER B: NEW MEXICO MUTUAL CASUALTY CO.	
INSURER C: GEMINI INSURANCE CO.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: NEW MEXICO COALITION TO END HOMELESSNESS
P O BOX 865
SANTA FE NM 87504-0865

COVERAGES **CERTIFICATE NUMBER:** 2021-01 **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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X		44PB428730-18	06/03/2021	06/03/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		X					MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
C	X PROFESSIONAL LIABILITY	X		VNPL07457	06/02/2021	06/02/2022	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
							PROFESSIONAL LIAB	$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		44PB428730-18	06/03/2021	06/03/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
		X					BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			44PB428730-18	06/03/20201	06/03/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		27309.119	10/01/2020	10/01/2021	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CITY OF SANTA FE
P O BOX 909
SANTA FE, NM 87504-0909

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

Conrad Schott by CJE

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CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (GENERAL FUND)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **New Mexico Coalition to End Homelessness** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
The Contractor shall perform the following work:

A. Implement the Homeless Early Intervention Project to provide financial assistance, which may be distributed over the course of several months in the form of rental assistance (includes rent payments, utilities, deposits and costs in arrears) to a minimum of three hundred sixty (360) households earning less than 60% AMI, or meet a definition of homelessness including those who are living in a shelter, living in a place not meant for human habitation or those at risk of homelessness because they will lose their current housing situation within 14 days.

B. Create partnership networks with services providers including Life Link, St. Elizabeth Shelter, Youth Shelters and Family Services and the Santa Fe Interfaith Shelter. Partner agencies will identify households and individuals in need of the assistance, conduct a needs assessment using the Unite Us platform, the impact of COVID-19, as well as documenting other social determinants of health. After receiving documentation of housing instability or risk of homelessness, NMCEH will review the requests for eligibility and if approved, issue checks to the appropriate party such as landlords and utility companies.

C. Report to the City on a quarterly basis the use of funds, including documentation of housing instability, AMI of assisted renter, address, house hold size and other demographic information as requested.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include documentation of income verification, certification of eligibility, receipts, and other supporting documentation for rental assistance provided.

E. Performance Measures.

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed one hundred eighty thousand dollars ($180,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed ($180,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess**

of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *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.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and

records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately 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.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **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.

8. **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.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **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 the prior written approval of the City.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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.

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 Article 12 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 Article 12 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 Article 12 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.

13. 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 Article 4 herein, or to agree to the reduced funding.

14. 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 Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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 illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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.

17. 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 Section 38-3-1 (G) NMSA 1978. 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.

18. 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.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **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.

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.

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. 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

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. **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.

24. 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.

25. 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.

26. Notices. shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: New Mexico Coalition to End Homelessness
440 Cerrillos Road
Santa Fe, NM 87501

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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: 8/14/2020

CONTRACTOR:
NM COALITION TO END HOMELESSNESS

HANK HUGHES
EXECUTIVE DIRECTOR

DATE:

CRS# 02-937190-00-2
Registration # 225192

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

GC
CC Mtg 07/29/2020

1002750.510500
Org # / Line Item

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCE:

MARY MCCOY
FINANCE DIRECTOR

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: NM COALITION TO END HOMELESS
DBA: NM COALITION TO END HOMELESS

Business Location: 440 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 02937190002

Owner: NM COALITION TO END HOMELESS

License Number: 225192

License Type: Business License - Renewable

Issued Date: April 12, 2021

Classification: Business Registration - Standard

Expiration Date: April 12, 2022

Fees Paid: $35.00

Description: NON-PROFIT

NM COALITION TO END HOMELESS
PO BOX 865
SANTA FE, NM 87504

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe, New Mexico

memo

Date: July 2, 2021

To: Finance Committee – July 19, 2021
Quality of Life Committee – July 21, 2021
Public Works Committee – July 26, 2021
City Council – July 28, 2021

Via: Rich Brown, Community Development Director Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (Jul 7, 2021 11:28 MDT)

Re. Amendment #1 to NMCEH Contract for Homeless Early Intervention Project

---

ACTION REQUESTED:
Approve amendment #1 to the New Mexico Coalition to End Homelessness (NMCEH) Contract for the Homeless Early Intervention Project awarded through RFP# 20/15/P. The purpose of the amendment is to extend the term of performance through June 30, 2022 and to add compensation from the Affordable Housing Trust Fund in the amount of $250,000 for a total contract amount of $430.000.

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

In April of 2021, the Governing Body approved allocating an additional amount of $1,800,000 into the AHTF to provide direct support for affordable housing within the current fiscal year. This amount was added to the AHTF allocation for 2021-22 ($1,200,000) for a total of $3,000,000.

ITEM and ISSUE
In order to ensure that funds are allocated quickly and efficiently, staff recommends adding funds to this existing contract and extending the term of performance through June 30, 2022. An additional rationale is that pandemic-caused housing issues continue to affect the ability residents to cover their housing costs. People experiencing homelessness who were housed in

area hotels to reduce population densities at shelters are not yet in permanent housing. The increase in funds will serve to "bridge" the gap for those exiting hotel stays or the Midtown Shelter, or currently on waiting lists for permanent housing situations. The flexibility of these funds, in comparison to HUD funds and other subsidy funds and the fact that they can be deployed without a waiting list makes them ideal for re-housing or keeping housed those who are otherwise at immediate risk of homelessness. An additional 100 – 200 households will be assisted through the extension of this contract.

Additionally, the City will compensate NMCEH for the operational burden of administering the funds in the amount of $50,000 using General Funds. The scope is amended to add the requirement of using the coordinated entry system to support the City's goal to end chronic homelessness as part of the Built for Zero initiative.

1-Council_Packet_Memo_AHTF_NMCEH_EarlyIntervention

Final Audit Report 2021-07-07

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By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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"1-Council_Packet_Memo_AHTF_NMCEH_EarlyIntervention" History

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NMCEH - Rental Assistance (amendment)

Final Audit Report 2021-07-07

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CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **New Mexico Coalition To End Homelessness** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

WHEREAS, On March 23, 2020, Mayor Alan M Webber announced a proclamation of emergency as a direct effect of the emergence of the COVID-19 virus and the resulting global pandemic; and

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential of serious illness and loss of life; and

WHEREAS, the negative impacts on the social, economic and overall quality of life of the residents of Santa Fe requires the expansion of necessary housing services; and

WHEREAS, it is the City's intention to support the housing situations of those currently housed, those in need of safe shelter, and those in danger of losing their homes because of inability to pay their rent, mortgage, utilities or HOA dues.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work:

A. Contractor will work with City staff to establish a Governing Board for the Midtown Shelter that will review expenditures related to the Shelter operations, approve staffing

reports, analyze data, and guide decision making related to the Shelter. Members may be composed of City and County staff, the board and staff of the Contractor, and other services providers or advocates whose expertise and affiliations will support the Shelter's operations.

B. Contractor will recruit, interview and hire two (2) independent contractors to provide shelter management services and case management to the residents of the Midtown Shelter. Job descriptions are summarized as follows:

a. Shelter Manager: manages all aspects of direct services and operations to ensure that the Midtown Shelter offers unified programming with an immediate goal of sheltering individuals and families who do not have a safe place to stay or self-isolate during the COVID-19 pandemic and with a longer-term goal of moving individuals and families into permanent supported housing as quickly as possible.

b. Case Manager: provides case management and crisis intervention services to shelter guests including immediate needs related to shelter, medical services, food, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using the Unite Us platform and other coordinated entry systems.

C. The Contractor will maintain all financial records relating to the Midtown Shelter, according to generally accepted accounting principles, and will establish and maintain a designated account, segregated on its books, in which all disbursements will be used in support of the Midtown Shelter, less a 10% administrative charge. All disbursements are subject to the Governing Board's approval and accompanied by documentation such as timesheets, accomplishment narratives, invoices and receipts.

D. Contractor will report to the City on a quarterly basis the use of funds, program

outcomes achieved, AMI% of assisted household, size of household, addresses of assisted homes, and other demographic information as required by the City's CDBG quarterly reporting form.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed nine hundred sixty five thousand dollars ($965,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($965,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

D. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the

City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

E. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2022 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the

Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *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.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately 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.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. 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.

8. 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.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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 the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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.

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 Article 12 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 Article 12 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 Article 12 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.

13. 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 Article 4 herein, or to agree to the reduced funding.

14. 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 Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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 illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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.

17. 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 Section 38-3-1 (G) NMSA 1978. 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.

18. 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.

19. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other 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. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. 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.

D. 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.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. 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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the

negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. 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.

25. 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.

26. Notices. shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: NM Coalition To End Homelessness
440 Cerrillos Road
Santa Fe, NM 87501

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

NEW MEXICO COALITION TO END HOMELESSNESS

_____
HANK HUGHES
EXECUTIVE DIRECTOR

CRS# 02-937190-00-2
Registration # 225192

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 12, 2021 09:47 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

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CITY OF SANTA FE
EMERGENCY DETERMINATION FORM

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. the health or safety of any person.

I. Name of Department: Office of Affordable Housing

Requestors Name: Alexandra Ladd

Telephone Number: X6346 (303-9868, remotely)

II. Name of Contractor: Homewise

Address of Contractor: 1301 Siler Road, Suite D, Santa Fe, NM 87507

Amount of prospective contract: $150,000

Term of prospective contract: expire June 30, 2022

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

Contractor will provide assistance to income-certified homeowners who are unable to pay their mortgages or at risk of foreclosure as a direct result of the COVID-19 pandemic. Eligible costs include: mortgage payments, utilities, HOA payments, and mortgage/utility arrears. Contractor will also provide foreclosure prevention services such as financial counseling and refinancing resources. Households earning up to 120% of area median income (AMI) are eligible to receive assistance.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable

competition utilized in compliance with NMSA 1978, Section 13-1-127.

At the onset of the public health emergency posed by COVID-19, layoffs and cutbacks in hours affected many low- and moderate-income Santa Feans employed in the services and tourism sector of the economy. In turn, many got behind on their contractual obligations to pay their mortgages and/or utility costs. While many government lenders including Freddie Mac, Fannie Mae, and the Federal Housing Administration (FHA), as well as national lenders and major banks provided forbearance on mortgage payments – an important provision to keep homeowners out of foreclosure – some homeowners now find themselves with several months' worth of mortgage payments.

Assisting with mortgage payments ensures that homeowners won't be faced with unsurmountable debt in the form of arrears. Supporting the financial viability of homeowners not only keeps homes out of foreclosure also maintains the economic stability and social fabric of neighborhoods.

V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

This emergency procurement is proposed to be in place through June 30, 2022, although it's expected that most funds will be expended within the next 3 – 4 months. Providing assistance to homeowners to support housing stability will continue to be a priority for the City's housing funds. Some homeowners are likely to need continued support beyond the time at which the pandemic is controlled as the economic ripple effects from the early shutdown continue to affect them.

VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

This emergency procurement is necessary because of a once in a lifetime situation and is not likely to be repeated.

Certified and Approved by:

Fran Dunaway

Fran Dunaway (Jul 14, 2021 09:18 MDT)

Date: Jul 14, 2021

Procurement Officer

City of Santa Fe Approval by:

Mary McCoy Finance Director - City of Santa Fe Chief Financial Officer	Date
Mayor Alan M. Webber or City Manager Jarel Lapan Hill	Date

City of Santa Fe, New Mexico

memo

Date: July 9, 2021

To: Finance Committee – July 19, 2021
Quality of Life Committee – July 21, 2021
Public Works Committee – July 26, 2021
City Council – July 28, 2021

Via: Rich Brown, Community Development Director Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd Alexandra Ladd (Jul 9, 2021 15:26 MDT)

: Re. NMCEH Contract for Consuelo's Place/Midtown Shelter – Emergency Procurement

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ACTION REQUESTED:
Approve the New Mexico Coalition to End Homelessness (NMCEH) Contract for Consuelo's Place/Midtown Shelter awarded through emergency procurement and funded from the Affordable Housing Trust Fund in the amount of $965,000.

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

In April of 2021, the Governing Body approved allocating an additional amount of $1,800,000 into the AHTF to provide direct support for affordable housing within the current fiscal year. This amount was added to the AHTF allocation for 2021-22 ($1,200,000) for a total of $3,000,000.

ITEM and ISSUE
The contract is necessary to ensure that the residents of the Midtown Shelter remain housed for the duration of pandemic conditions. People experiencing homelessness who were housed in area hotels to reduce population densities at shelters are not yet in permanent housing. And the Midtown Shelter continues to play an important role in the community to provide an alternate to congregate shelter. Until more permanent supportive housing opportunities are provided, the people housed at Midtown or in hotels are at risk of returning to homelessness or precarious housing situations.

The estimated cost of the shelter operations is summarized below. This amount represents 12-months of operations for the Shelter to support fully the transition of residents from Midtown to permanent housing solutions. Consuelo's Place, a newly formed nonprofit affiliate of the NMCEH that was set up specifically to run the shelter, manages these operations. The organization reports to a board of Directors, composed of organizations representing housing and services providers in the community. City staff attends all board meetings and serves in an advisory capacity. This extension also enables the continued development of the capacity of the nonprofit. The services provided by the nonprofit are robust and likely to add value at a different location(s) once the Shelter ceases operations at Midtown.

Description	**Expense**
Insurance	$ 37,000.00
Repairs & Maintenance	$ 252,500.00
Public Relations	$ 820.00
Security Services	$ 150,183.76
Telephone	$ 1,808.92
Office Supplies	$ 5,209.56
Payroll Expenses	$ 684.08
Salaries and Wages	$ 424,366.36
Payroll Taxes	$ 36,453.04
Employee Benefits	$ 33,108.80
Program Expense	$ 21,149.44
Total Expense	**$ 963,283.96**

Council_Packet_Memo_AHTF_NMCEH_Midtown_revised

Final Audit Report 2021-07-09

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Memo NMCEH - (Alex)

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Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202824

Contractor: **NMCEH - CONSUELO'S PLACE**

Description: **Provide foreclosure prevention funds for homeowners unable to pay their mortgage and utility costs in the amount of $965,000**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/014/2021** Term End Date: **06/30/2022**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original contract: $965,000

3. **Procurement History:** **Emergency procurement**

Fran Dunaway (Jul 14, 2021 09:18 MDT) Jul 14, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Operations to continue -emergency services for affordable housing.

4. **Funding Source:** _____ **Org / Object:** 2400223.510500

Andy Hopkins (Jul 13, 2021 15:28 MDT) Jul 13, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2021

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	CONTACT NAME: CONRAD SCHOTT
ZIA INS AGENCY INC/CAPITOL INS SERVICES LLC 810 CALLE MEJIA SUITE 106 SANTA FE NM 87501	PHONE (A/C, No, Ext): 505.983.7329 FAX (A/C, No): 505.986.6116 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
NEW MEXICO COALITION TO END HOMELESSNESS P O BOX 865 SANTA FE NM 87504-0865	INSURER A: AMERICAN HALLMARK INSURANCE CO	
	INSURER B: NEW MEXICO MUTUAL CASUALTY CO.	
	INSURER C: GEMINI INSURANCE CO.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-01 **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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X		44PB428730-18	06/03/2021	06/03/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		X					MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
C	X PROFESSIONAL LIABILITY	X		VNPL07457	06/02/2021	06/02/2022	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
							PROFESSIONAL LIAB	$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		44PB428730-18	06/03/2021	06/03/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
		X					BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			44PB428730-18	06/03/20201	06/03/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		27309.119	10/01/2020	10/01/2021	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CITY OF SANTA FE
P O BOX 909
SANTA FE, NM 87504-0909

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

Conrad Schott by CJE

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMCEH - Consuelo's Place

Procurement Title: Emergency Procurement

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 OAH Staff Name Roberta Catanach

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:

Roberta Catanach	Contract Administrator	07/09/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dramaway (Jul 14, 2021 09:18 MDT)	Chief Procurement Officer	Jul 14, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: NM COALITION TO END HOMELESS
DBA: NM COALITION TO END HOMELESS

Business Location: 440 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 02937190002

Owner: NM COALITION TO END HOMELESS

License Number: 225192

License Type: Business License - Renewable

Issued Date: April 12, 2021

Classification: Business Registration - Standard

Expiration Date: April 12, 2022

Fees Paid: $35.00

Description: NON-PROFIT

NM COALITION TO END HOMELESS
PO BOX 865
SANTA FE, NM 87504

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe, New Mexico
Memorandum

DATE: June 29, 2021

TO: Governing Body
Quality of Life Committee
Finance Committee

VIA: Kyra Ochoa, Community Health and Safety Director Kyra Ochoa
Gino Rinaldi, Senior Services Division Director

FROM: Anya Alarid, Volunteer Program Manager

ITEM AND ISSUE:
Request for the Approval of Fiscal Year 2022 Grant Contract in the Total Amount of $ 81,902 for the Foster Grandparent and Retired Senior Companion Volunteer Programs; Corporation for National and Community Service; Anya Alarid, Volunteer Program Manager aalarid@santafenm.gov 505-955-4744

BACKGROUND AND SUMMARY:

The Senior Services Department is requesting the approval of the Federal Grant Agreement with the Corporation for National and Community Service for the Senior Volunteer Programs. The Grant Award is for the Foster Grandparent and Retired Senior Companion Volunteer Programs. The attached Notice of Grant Award reflects the Fiscal Year 2022 awarded appropriations for the Volunteer Programs starting July 1, 2021. The allocations are as follows; Foster Grandparent Program $31,902, Retired Senior Volunteer Program $50,000.

Our Foster Grandparent Program provides opportunities for our senior volunteers to assist children (with special or exceptional needs) in classrooms or Head Starts. The RSVP Program recruits and provides meaningful volunteer opportunities for senior volunteers to help others by sharing their experience, knowledge, and efforts. RSVP volunteers work in food distribution sites, soup kitchens, nursing homes, hospitals, libraries, senior centers, shelters, etc.

CONTRACT NUMBER:
The FY20 Munis contract number is 3202793.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Senior Citizens Grant/Fund 241
Munis Org Name/Number: Senior Volunteer Programs/2410116

ACTION REQUESTED:
Department Name respectfully requests your review and approval.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202793**

Contractor: **Corporation for National and Community Service**

Description: **Administer the Senior Volunteer Programs- Foster Grandparent Program, Senior Companion, and the Retired Senior Volunteer Program.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/22**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Fran Dunaway (Jul 12, 2021 10:11 MDT) Jul 12, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Grant funds for services

4. **Funding Source: US Dept. of Health and Human Services** **Org / Object: 2410116/490510**

Andy Hopkins (Jul 7, 2021 14:57 MDT) Jul 7, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Anya Alarid Phone # **505-955-4744**

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Notice of Grant Award

Corporation for National and Community Service
250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

Retired and Senior Volunteer Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
UEI:
DUNS: 069420818

Award Information

Agreement No.:	**20SRWNM003**	Performance Period:	**04/01/2020 - 03/31/2023**
Amendment No.:	**1**	Budget Period:	**04/01/2021 - 03/31/2022**
CFDA No.:	**94.002**	Grant Year:	**2**

Award Description

This award funds the approved 2021-22 RSVP program. Your 2021-22 statutory match is waived and your budgetary match is 61.2%.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 2	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	$0	$50,000	$50,000
Grantee's Unobligated Balance (Carryover)	$0	$0	$0
Total Available	$0	$50,000	$50,000

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	$47,500
Total CNCS Funds Awarded to Date	**$97,500**

Funding Source and Amount

2021--OPE1-P74-OPO-26000-4101	$50,000.00

Special Conditions

1) Per Office of Audit and Debt Resolution's direction, Grantee is expected within 90 days of award to provide Portfolio Manager documentation that City of Santa Fe is addressing/resolved FY 2019 Audit findings with the appropriate agencies:
Audit Finding(s):
2019-001: Internal Controls over Financial Close and Reporting (Material Weakness in Internal Control over Financial Reporting)
2019-003: Billing/Recognition of Federal Revenue (Material Weakness in Internal Control over Financial Reporting)
2019- 007: Errors in Preparing the Schedule of Expenditures of Federal Awards (Significant Deficiency in Internal Control over Financial Reporting)
*AmeriCorps Senior programs were listed in this finding-provide documentation to prove progress and/or resolution

2) Closeout for # 17SFWNM013 is past due, within 90 days of award grantee shall reconcile # 17SFWNM013 funds and work with PM to complete closeout. Funds are subject to manual hold if the closeout actions are not taken.

Notice of Grant Award

250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

Retired and Senior Volunteer Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
UEI:
DUNS: 069420818

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at https://egrants.cns.gov/termsandconditions/2021GeneralTandC50820201202.pdf and the Program Terms and Conditions found at https://egrants.cns.gov/termsandconditions/2021RSVP508TC20210301.pdf . Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

Stacy L Bishop 03/31/2021

Signature Award Date

Stacy Bishop
Senior Grants Officer

Daisy Gallardo, 202-815-4248
Grants Officer

Daisy Gallardo, 202-815-4248
Program Officer

City of Santa Fe
Legal Applicant

Kristin W. Slater-Huff
Project Director

Eugene Rinaldi
Certifying Official/Executive Officer

Notice of Grant Award

Corporation for National and Community Service
250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

Foster Grandparent Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
UEI:
DUNS: 069420818

Award Information

Agreement No.:	**20SFWNM006**	Performance Period:	**07/01/2020 - 06/30/2023**
Amendment No.:	**2**	Budget Period:	**07/01/2021 - 06/30/2022**
CFDA No.:	**94.011**	Grant Year:	**2**

Award Description

This award funds the approved 2021-22 FGP program. Your 2021-22 statutory match is waived and your budgetary match is 88%.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 2	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	$0	$31,902	$31,902
Grantee's Unobligated Balance (Carryover)	$0	$0	$0
Total Available	$0	$31,902	$31,902

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	$31,902
Total CNCS Funds Awarded to Date	**$63,804**

Funding Source and Amount

2021--OPE1-P71-OPO-26000-4101	$31,902.00

Special Conditions

Per OMB memo M-20-26 your single audit for the fiscal year ending June 30, 2020 due on March 30, 2021 must be submitted to the FAC by June 30, 2021. Failure to do so by this date may result in your funds being placed on manual hold.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at https://egrants.cns.gov/termsandconditions/2021GeneralTandC50820201202.pdf and the Program Terms and Conditions found at https://egrants.cns.gov/termsandconditions/2021FGP-SCPProgramSpecific508TC20210317.pdf. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Notice of Grant Award

250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

Foster Grandparent Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
UEI:
DUNS: 069420818

Corporation for National and Community Service:

Stacy L Bishop 06/28/2021

Signature Award Date

Stacy Bishop
Senior Grants Officer

Daisy Gallardo, 202-815-4248
Grants Officer

Daisy Gallardo, 202-815-4248
Program Officer

City of Santa Fe
Legal Applicant

Anya Alarid
Project Director

Eugene Rinaldi
Certifying Official/Executive Officer

FY 2021 GENERAL GRANT AND COOPERATIVE AGREEMENT TERMS AND CONDITIONS

By accepting funds under this award from AmeriCorps (AmeriCorps is the operating name for the Corporation for National and Community Service), the recipient agrees to comply with, and include in all awards and subawards, these General Terms and Conditions, the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

Due to COVID-19, AmeriCorps has provided guidance regarding on the applicability, implementation, and enforcement of certain of these terms and conditions. Please refer to the COVID-19 FAQs.

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I. CHANGES FROM THE 2020 GENERAL TERMS AND CONDITIONS

- Added COVID-19 guidance reference.
- Replaced all references to CNCS with AmeriCorps.
- Removed all references to AmeriCorps Program and Grants Officers.
- Section III.H – Updated the requirements for acknowledging support.
- Section III.P. - Added information about termination of grants under 2 CFR 200.340.
- Section III.T. - Changed the Transparency Act Requirements threshold from $25,000 to $30,000.
- Section IV. – Replaced the attachment with a currently signed version and new AmeriCorps letterhead.

II. GOVERNING AUTHORITIES

A. LEGISLATIVE AND REGULATORY AUTHORITY

This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. 4950 *et seq.*) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 U.S.C. §§6301-6308, and AmeriCorps' implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and AmeriCorps' implementing regulations, as applicable.

B. OTHER APPLICABLE TERMS AND CONDITIONS

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and the agency's implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations. 2 CFR Part 200 was amended on August 2020. Please refer to Section III.O below.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those included in 2 CFR Chapter I, as well as those cited in these General Terms and Conditions and Program Specific Terms and Conditions, and the Assurances and Certifications. Some of these requirements are discussed in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these AmeriCorps' General Terms and Conditions because they are required by specific laws or regulations.

In addition to the applicable statutes and regulations referred to above, the recipient must comply with and perform its award consistent with the requirements stated in:

1. The Notice of Grant Award and Signature Page;
2. These General Terms and Conditions;
3. The Program Specific Terms and Conditions;
4. The Notice of Funding Availability;
5. The recipient's approved application (including the final approved budget, attachments, and pre-award negotiations); and
6. Grant Certification and Assurances.

C. ORDER OF PRECEDENCE

Any inconsistency in the authorities governing the Award shall be resolved by giving precedence in the following order: (a) applicable Federal statutes, (b) applicable Federal regulations, (c) Notice of Grant Award and Signature Page; (d) AmeriCorps Program Specific Terms and Conditions, (e) AmeriCorps General Terms and Conditions, (f) the Notice of Funding Opportunity, and (g) the approved Award Application including all assurances, certifications, attachments, and pre-award negotiations.

III. GENERAL TERMS AND CONDITIONS

A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION

1. **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of AmeriCorps. The recipient is accountable to AmeriCorps for its operation of the program and the use of AmeriCorps award funds. The recipient must expend award funds in a manner consistent with the cost principles in 2 CFR and in a reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients

are encouraged to seek the advice and opinion of AmeriCorps on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to AmeriCorps.

2. **Subawards.** If authorized by law and permitted by AmeriCorps, a recipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass through entities identified at 2 CFR § 200.331 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

   A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR § 200.331, §200.207, § 200.338, and 2 CFR Part 200 Subpart F.

3. **Notice to AmeriCorps.** The recipient will notify the appropriate AmeriCorps Portfolio Manager immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or recipient. The recipient will inform the AmeriCorps Portfolio Manager about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation. Recipients should also ensure that they comply with the mandatory reporting requirements for suspected criminal activity or fraud, waste or abuse as specified in section III. H.

B. FINANCIAL MANAGEMENT STANDARDS

1. **General.** The recipient must maintain financial management systems that comply with 2 CFR § 200.302(b). The recipient's financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.

2. **Allowability of Costs.** To be allowable under an award, costs must meet the criteria of 2 CFR § 200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double-charging of Federal awards (see 2 CFR § 200.403(d) and § 200.412).

3. **Cost Reporting.** Recipients will be reporting their Federal cash disbursements quarterly through the Payment Management System (PMS) at the Department of Health and Human Services and their Federal share of grant program expenditures (including indirect costs)

semi- annually through AmeriCorps' eGrants system. Recipient's financial management systems must be able to routinely produce reports which support and reconcile to the amounts reported to PMS and eGrants. Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. *As part of its ongoing fiscal oversight of recipients, AmeriCorps will be requesting randomly selected recipients to provide reports supporting their Federal cash disbursements reported to PMS (including supporting information for cash disbursements made by subrecipients). AmeriCorps expects recipients' and subrecipients' financial management systems to be able to produce those supporting reports on a routine basis.*

4. **Audits.** Recipient organizations that expend $750,000 or more in total Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend $750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its records and its subrecipients' records must be available for review and audit in accordance with 2 CFR §§ 200.333-200.337 and §200.331(a)(5). Additionally, a recipient acting as a pass-through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipient as required by 2 CFR § 200.521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

C. CHANGES IN BUDGET OR KEY PERSONNEL

All budget and programmatic changes must comply with 2 CFR § 200.308 – Revision of budget and program plans. 2 CFR § 200.407 Prior written approval (prior approval) – provides an exhaustive list of those other items requiring AmeriCorps' advance approval.

D. BANKRUPTCY

The recipient must notify AmeriCorps if, during the term of its award, the recipient or one of its subrecipients becomes insolvent or is unable to pay its debts as they mature, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.

E. PROHIBITED PROGRAM ACTIVITIES

The recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of AmeriCorps funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§ 12584a and 12634) and section 403 of the DVSA (42 U.S.C. § 5043), and provisions by Congress in annual appropriations acts. More specific guidance on these

prohibitions will be provided in AmeriCorps' Program Specific Terms and Conditions and in other guidance.

F. NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. *See* 45 CFR §§ 2540.200-2540.207 and http://www.nationalservice.gov/resources/criminal-history-check for complete information and FAQs. The law requires recipients to conduct and document NSCHCs on any person (including award-funded staff, national service participant, or volunteer) receiving a salary, living allowance, stipend or education award through a program receiving AmeriCorps funds. An individual is ineligible to serve in a position that receives such AmeriCorps funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

Unless AmeriCorps has provided a recipient with a written exemption or written approval of an alternative search procedure, recipients must perform the following checks:
All award-funded staff, national service participants, and volunteers must undergo NSCHCs that include:

1. A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and
2. Either:
   a. A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; or
   b. A fingerprint-based FBI criminal history check.

Special Rule for Persons Serving Vulnerable Populations. Award-funded staff, national service participants, and volunteers with recurring access to vulnerable populations (i.e., children age 17 or younger, individuals age 60 or older, or individuals with disabilities) must undergo NSCHCs that include:

1. A nationwide name-based check of the NSOPW; and 2.
Both:
   a. A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; and
   b. A fingerprint-based FBI criminal history check.

You must retain adequate documentation that you completed the required NSCHC. Inability to demonstrate that you conducted a required criminal history check component, to include the NSOPW, as specified in the regulations, may result in sanctions which may include disallowance of costs.

G. THE OFFICE OF INSPECTOR GENERAL

AmeriCorps' Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of AmeriCorps' programs and operations. Based on the results of

these audits, reviews, and investigations, the OIG recommends disallowing costs and also recommends amending or adding policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in AmeriCorps' programs and operations.

The OIG conducts and supervises audits of AmeriCorps recipients, as well as legally required audits and reviews. The legally required audits include evaluating AmeriCorps' compliance with the Improper Payments Elimination and Recovery Act (IPERIA) which may result in grantees being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from AmeriCorps management, to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit and can be reached at (202) 606-9390.

Recipients must cooperate fully with AmeriCorps requests for documentation and OIG inquiries by timely disclosing complete and accurate information pertaining to matters under investigation, audit or review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

H. RECOGNITION OF AMERICORPS SUPPORT

1. **General Statement**. Recipients and subrecipients of federal agency AmeriCorps assistance or resources shall identify their programs, projects or initiatives as AmeriCorps or AmeriCorps Seniors programs or projects accordingly. All agreements with subrecipients, operating sites, or service locations, related to AmeriCorps programs and initiatives must explicitly state that the program is an AmeriCorps or AmeriCorps Seniors program.

   Similarly, recipients and subrecipients shall identify all national service members or volunteers serving at their programs, projects or initiatives as either AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers or where appropriate for Volunteer Generation Fund simply "volunteers."

2. **Visual Representations and Prominent Display**. Recipients shall identify their programs, projects, or initiatives, and their members or volunteers, through the use of visual representations, including: logos; insignias; written acknowledgements, publications and other written materials; websites and social media platforms; and service gear such as clothing. All visual representations must follow current AmeriCorps branding guidelines, which include proper logo use and cobranding requirements. To provide recipients technical assistance in ensuring compliance with proper logo use and cobranding requirements, AmeriCorps provides brand guidelines, to which recipients and subrecipients should refer and follow. The brand guidelines are available at www.americorps.gov/brand-resources.

   All recipient and subrecipient websites and social media communications shall clearly state, as appropriate, that they are an AmeriCorps recipient or funded by a grant from AmeriCorps, and shall prominently display the AmeriCorps or AmeriCorps Seniors logo. Recipients and subrecipients shall prominently display the AmeriCorps, AmeriCorps Seniors, or appropriate AmeriCorps Day of Service name and logo on all service gear and

public materials, in accordance with AmeriCorps' requirements. Public materials are defined in the branding toolkit.

3. **Acknowledgement and Disclaimer on Published Materials.** The appropriate AmeriCorps or AmeriCorps Seniors logo shall be included on publications related to an award of AmeriCorps assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to:

   This material is based upon work supported by AmeriCorps under Grant No(s) [ ]. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps."

4. **Brand Identification Through Publicity.** Recipients shall provide information or training to their AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers, or Volunteer Generation Fund volunteers about how their programs, projects or initiatives are part of AmeriCorps. Recipients are strongly encouraged to place signs that include the AmeriCorps or AmeriCorps Seniors name and logo, or the appropriate AmeriCorps version of the Day of Service logo at all their service sites and may use the slogan "AmeriCorps Serving Here" or "AmeriCorps Seniors Serving Here," as appropriate. When AmeriCorps members and programs or AmeriCorps Seniors volunteers and programs are publicized – including but not limited to public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels – individuals must be identified as AmeriCorps members or AmeriCorps Seniors volunteers, while programs should be identified as AmeriCorps or AmeriCorps Seniors programs or projects and, where possible, appropriate logos must be displayed.

5. **Alteration of Brand Identities Prohibited Without AmeriCorps Written Permission**. Recipients may not alter the AmeriCorps or AmeriCorps Seniors logos or other AmeriCorps branding and must obtain written permission from AmeriCorps before using the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo on materials that will be sold. Recipients must also obtain written permission from AmeriCorps before permitting donors to use the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in promotional materials.

6. **Prohibited Use or Display of Names and Logos for Certain Activities.** The recipient or subrecipient may not use or display the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in connection with any activity prohibited by statute or regulation, including any political activities.

I. REPORTING OF FRAUD, WASTE, AND ABUSE

Recipients must contact the OIG ***and*** their Portfolio Manager ***without delay*** when they ***first suspect***:

1. Any criminal activity or violations of law has occurred, such as:
    - Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including AmeriCorps personnel, grantees, or contractors—even if no federal funds or property was involved;
    - Submission of a false claim or a false statement by any person in connection with any AmeriCorps program, activity, grant or operations;
    - Concealment, forgery, falsification, or unauthorized destruction of government or program records;
    - Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
    - Other misconduct in connection with operations, programs, activities, contracts, or grants; or
    - Mismanagement, abuse of authority, or other misconduct by AmeriCorps personnel.

2. Fraud, waste, or abuse.
    - Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
    - Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to government resources.
    - Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached by email at hotline@cncsoig.gov or by telephone at (800) 452-8210. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

The recipient should take no further steps to investigate suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.

J. WHISTLEBLOWER PROTECTION

1. This award and employees working on this award will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

2. An employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of AmeriCorps or the successful performance of a contract or award of AmeriCorps) relating to a Federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award.

3. The recipient shall inform its employees and contractors in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at http://www.cncsoig.gov/whistleblower-protection.

K. LIABILITY AND SAFETY ISSUES

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks. Any insurance costs under the award must comply with 2 CFR § 200.447, which outlines what insurance costs are allowable.

L. AWARD MONITORING

1. **Site visits**. AmeriCorps may make site visits to review and evaluate recipient records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.

2. **Desk reviews.** AmeriCorps may conduct desk reviews to make limited verifications of recipient compliance with the terms of their award, conduct a review of the recipient's general management practices, and identify any practice or procedure that may require further scrutiny.

3. **Responding to information requests.** Pursuant to 2 CFR 200.336, AmeriCorps may from time to time request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Improper Payments Information Act of 2002, as amended. ***Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.***

M. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

1. **Public Notice of Non-discrimination**. The recipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417

of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556
(AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and AmeriCorps, and briefly explain procedures for filing discrimination complaints with AmeriCorps.

Sample language is:

Any benefits and terms and conditions of this program, are available to all without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service. [Grantee's name] policy and federal law prohibits reprisal for engaging in protected activity (reporting discrimination or harassment, participating in investigations of such allegations, or intervening to assist those who are subjected to prohibited behaviors), and it will not be tolerated. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want to seek advice, contact:

(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the recipient) or
Equal Employment Opportunity Office (EEOP)
Corporation for National and Community Service
250 E Street, SW
Washington, DC 20525
(202) 606-7503
eo@cns.gov (email)

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful

access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.

3. **Records and Compliance Information.** The recipient must keep records and make available to AmeriCorps timely, complete, and accurate compliance information to allow AmeriCorps to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a

recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§ 200.333-200.337 and § 200.331(a)(5).

4. **Obligation to Cooperate.** The recipient must cooperate with AmeriCorps so that AmeriCorps can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by AmeriCorps during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance.

N. IDENTIFICATION OF FUNDING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving AmeriCorps funds included, shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

O. AWARD PRODUCTS

1. **Sharing Award Products.** To the extent practicable, the recipient agrees to make products produced under the award available at the cost of reproduction to others in the field.

2. **Acknowledgment of Support.** Publications created by members, volunteers or award-funded staff must be consistent with the purposes of the award. The appropriate program AmeriCorps logo shall be included on such documents. The recipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this award:

"This material is based upon work supported by AmeriCorps, the operating name of the Corporation for National and Community Service, *under Grant No.__. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps or [the relevant AmeriCorps Program]."*

P. SUSPENSION OR TERMINATION OF AWARD

AmeriCorps may suspend or terminate this award in accordance with 2 CFR §§ 200. 200.339 and 200.340 (85 FR 49506, 49559-60) such as applicable AmeriCorps regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§ 200.339 and 200.340, provided that such action complies with 2 CFR § 200.341. 2 CFR § 200.340(a)(2) prohibits arbitrary termination of grant awards by AmeriCorps. As before the clarifications to 2 CFR Part 200, AmeriCorps may initiate termination for cause, or when (based on new evidence) there is a significant question about the feasibility or effectiveness of the intended objective of the award.

Q. GRANTEE PROCUREMENT

Pursuant to the National Defense Authorization Acts for both Fiscal Years 2017 and 2018, all AmeriCorps grant recipients are authorized to use a micro-purchase threshold of $10,000 and a simplified acquisition threshold of $250,000.

R. TRAFFICKING IN PERSONS

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

1. Provisions applicable to a recipient that is a private entity.
   a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
      i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      ii. Procure a commercial sex act during the period of time that the award is in effect; or
      iii. Use forced labor in the performance of the award or subawards under the award.
   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
      i. Violates a prohibition in paragraph (a.) of this award term; or
      ii. Has an employee who violates a prohibition in paragraph (a.) of this award term through conduct that is either:
         (A.) Associated with performance under this award; or
         (B.) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.

2. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity–

a. Is determined to have violated an applicable prohibition of paragraph (1)(a.) of this award term; or

b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1)(a)(i) of this award term through conduct that is –

i. Associated with performance under this award; or

ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.

3. Provisions applicable to any recipient.

a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1)(a) of this award term.

b. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of paragraph (1)(a) of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

a. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.

ii. Includes:

(a.) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

(b.) A for-profit organization.

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

S. SYSTEM OF AWARD MANAGEMENT (SAM) and UNIVERSAL IDENTIFIER REQUIREMENTS (Required provision under 2 CFR § 25.220)

1. Requirement for Central Contractor Registration (CCR): Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for Unique Entity Identifier: If you are authorized to make subawards under this award, you:
   a. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you. *(AmeriCorps' eGrants system requires a DUNS number.)*
   b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions. For purposes of this award term:
   a. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov/portal/public/SAM/).
   b. Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities. (AmeriCorps' eGrants system requires DUNs numbers. DUNs stands for Data Universal Numbering System (DUNS) number a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866- 7055711) or the Internet (currently at http://fedgov.dnb.com/webform).
   c. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
      i. A Governmental organization, which is a State, local government, or Indian Tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization;
      iv. A domestic or foreign for-profit organization; and
      v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
   d. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330.

iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

e. Subrecipient means an entity that:

i. Receives a subaward from you under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

T. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of $30,000 or More)

Reporting Subawards and Executive Compensation:

1. Reporting of first-tier subawards.

a. Applicability. Unless you are exempt as provided in paragraph 4, of this award term (below), you must report each action that obligates $30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 5. of this award term).

b. Where and when to report.

i. You must report each obligating action described in paragraph 1.a. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7th in a given year, the obligation must be reported by no later than the end of December.)

c. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

2. Reporting Total Compensation of Recipient Executives.

a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--

i. The total Federal funding authorized to date under this award is $30,000 or more;

ii. In the preceding fiscal year, you received--

(a.) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

(b.) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial

assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

b. Where and when to report. You must report executive total compensation described in paragraph (2.)(a.) of this award term:

i. As part of your registration profile at https://www.sam.gov/portal/public/SAM/.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--

i. In the subrecipient's preceding fiscal year, the subrecipient received--

(a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and

(b.) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   a. Subawards, and
   b. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions. For purposes of this award term:
   a. Entity means all of the following, as defined in 2 CFR Part 25:
      i. A Governmental organization, which is a State, local government, or Indian tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization;
      iv. A domestic or foreign for-profit organization;
      v. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.
   b. Executive means officers, managing partners, or any other employees in management positions.
   c. Subaward:
      i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
      ii. The term does not include your procurement of property and services needed to
      carry out the project or program (for further explanation, see 2 CFR § 200.330).
      iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
   d. Subrecipient means an entity that:
      i. Receives a subaward from you (the recipient) under this award; and ii. Is accountable to you for the use of the Federal funds provided by the subaward.
   e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR §229.402(c)(2)):
      i. Salary and bonus.
      ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
      iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
      iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

U. CONFLICT OF INTEREST

You must disclose in writing any potential conflict of interest to your AmeriCorps Portfolio Manager, or to the pass-through entity if you are a subrecipient or contractor. This disclosure must take place immediately. The AmeriCorps conflict of interest policies apply to subawards as well as contracts, and are as follows:

1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

V. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (Required provision under 2 CFR § 200.210(b)(iii) for grants and cooperative agreements of $500,000 or more)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the

Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater

than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
   (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
   (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

W. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

All recipients and subrecipients need to be prepared for potential breaches of Personally Identifiable Information, PII. OMB defines PII as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All recipients and subrecipients must ensure that they have procedures in place to prepare for and respond to breaches of PII, and notify the Federal awarding agency in the event of a breach.

If your AmeriCorps grant-funded program or project creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of that Federal grant award, or uses or operates a Federal information system, you must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach of PII to AmeriCorps. Grantees experiencing a breach should immediately notify AmeriCorps' Office of Information Technology, and the AmeriCorps Portfolio Manager.

IV. ATTACHMENT

AmeriCorps

Program Non-Harassment and Civil Rights Policy – Nov. 18, 2020

AmeriCorps (the Corporation for National and Community Service adopted the operating name "AmeriCorps" as of September 29, 2020) has zero tolerance for unlawful harassment of any individual or group of individuals engaged in national service. AmeriCorps is committed to treating all persons with dignity and respect. Our agency prohibits all forms of discrimination and harassment based on race, color, national origin, gender, age (40 and over), religion, sexual orientation, disability (mental or physical), gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All programs administered by or receiving federal financial assistance from AmeriCorps must be free from all forms of discrimination and harassment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, or any other legally-protected status when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Examples of harassing conduct include but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over, or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, or phone calls; distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment from anyone, including any AmeriCorps employee or supervisor; a project or site employee or supervisor; a non-employee (e.g., client); a co-worker; a national service participant. Any discrimination or harassment, when identified, will result in immediate corrective action, up to and including, removal or termination of any individual engaging in such misconduct.

All recipients receiving AmeriCorps financial or volunteer assistance, including individuals, organizations, programs, and/or projects are subject to this zero-tolerance policy. Recipients must take immediate corrective action to investigate and rectify any complaints of any discrimination or harassment. Any AmeriCorps awardee permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

Harassment based on upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information, or military service is unacceptable in AmeriCorps' offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. I expect supervisors and managers of AmeriCorps programs and projects, when made aware of alleged discrimination or harassment by employees, national service participants, or any other individuals, to investigate and take prompt action to effectively address any discrimination or harassment. AmeriCorps prohibits any retaliatory action against a person who raises any discrimination or harassment concerns.

If you believe you have been discriminated against in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps program or project, contact the AmeriCorps Equal Opportunity Program (EOP). The EOP may be reached at (202) 606-7503 or eo@cns.gov.

The EOP manages national service participant civil rights and harassment concerns. You must contact the EOP within 45 calendar days of an occurrence of discrimination or harassing conduct. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If you choose to pursue another dispute resolution procedure, it does not suspend the 45-day time limit requirement to contact the EOP. Discrimination and harassment claims brought to the attention of the EOP outside 45 calendar days of an occurrence may not be accepted for investigation in a formal complaint of discrimination.

Barbara Stewart

Barbara Stewart
Chief Executive Officer
AmeriCorps

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

CITY OF SANTA FE:

_____

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE MIHELCIC-BUSTOS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 7, 2021 11:54 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____

MARY MCCOY, FINANCE DIRECTOR

2410116/490510 AJH
AJH

ORG/OBJECT

City of Santa Fe New Mexico
Memorandum

DATE: July 9, 2021

TO: Finance Committee

VIA: Alexis C. Lotero AL
Acting Finance Director

FROM: Andy Hopkins AJH
Acting Budget Officer

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution for the Quarter Ending June 30, 2021 (Fourth Quarter).

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2020/21 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require approval by the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in five sections:

A. Amendments to FY 2020/21 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed $60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts 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 their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

B. Amendments to FY 2020/21 Budget That Have Not Previously Been Approved by City Council: 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), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which, per City ordinance,

are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.

C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2020/21 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for their approval as required.

D. Summary of All Quarterly Amendments to FY 2020/21 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $37,842,908 and a net increase to the overall revenue budget of $34,223,652. The resulting net revenue increase of $3,619,256 (over and above additional expenditures) is supported by current revenues and/or available fund balances.

E. Summary Schedule – Quarterly Budget Amendments Resolution (BAR) – LGBMS Reconciliation: as required by DFA/LGD, this section summarizes the City's submittal of 4th quarter budget amendments to DFA/LGD, expressed in both the City of Santa Fe fund structure and the DFA/LGD Local Government Budget Management System (LGBMS) fund structure.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for their approval as required.

ATTACHMENTS:

Resolution
Resolution Detail by Fund
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

REQUESTING APPROVAL OF FOURTH QUARTER BUDGET AMENDMENTS AND ASSOCIATED NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION (DFA/LGD) SCHEDULE FOR FISCAL YEAR 2020/2021.

WHEREAS, a Fourth Quarter Review of the Fiscal Year 2020/2021 Budget shows a need to address significant budget adjustment priorities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body requests authorization for budget amendments as detailed on the attached Resolution Detail by Fund (see Attachment), hereby incorporated as part of this resolution.

BE IT FURTHER RESOLVED that the Governing Body respectfully requests authorization from the Local Government Division of the New Mexico Department of Finance and Administration to implement the Fourth Quarter Budget Amendments and associated DFA/LGD schedule be granted by the Local Government Division of the New Mexico Department of Finance

and Administration.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2021/Resolutions/Fourth Quarter Budget Adjustments FYE21

CITY OF SANTA FE

4TH QUARTER FY 2020/21

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SUB-SECTION [A]

AMENDMENTS TO FY 2020/21 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FOURTH QUARTER FY 2020/2021
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
Council-Approved Capital Improvements Program (CIP) Budget Amendments:					
232	Impact Fees Fund	Allocation of Roads Impact Fees to the Sandoval/Montezuma Intersection Improvements project *[CC apvd. 4/14/21, #10-d]*	$ 750,000	$ -	$ (750,000)
315	CIP Resource Conservation	Appropriation of funding from various sources for the LED/Solar Streetlights Conversion project *[CC apvd. 6/30/21, #11-b]*	18,410,804	18,929,879	519,075
320	CIP Facilities	Appropriation of NM DFA Severance Tax Bond grant for the Southside Teen & Resource Center project *[CC apvd. 4/14/21, #10-l]*	3,870,900	3,870,900	-
320	CIP Facilities	Appropriation of NM DFA Severance Tax Bond grant to support the Municipal Court Roofing & Renovations project *[CC apvd. 4/14/21, #10-k]*	360,063	360,063	-
330	CIP Streets & Roadways	Allocation of Roads Impact Fees to the Sandoval/Montezuma Intersection Improvements project *[CC apvd. 4/14/21, #10-d]*	750,000	750,000	-
335	CIP Bond Acquisition	Appropriation of available GRT bond premiums for the Train Depot Renovation project *[CC apvd. 6/30/21, #10-ae]*	1,000,000	1,000,000	-
335	CIP Bond Acquisition	Appropriation of available GRT bond premiums for the Library, GCCC and Parks Tennis/Pickle Ball Courts improvements projects *[CC apvd. 6/30/21, #11-a]*	725,000	725,000	-
345	CIP Community Development	Appropriation of NM DFA Severance Tax Bond grant to support the SF Supportive Housing Renovation project *[CC apvd. 6/9/21, #11-a]*	844,470	844,470	-
345	CIP Community Development	Appropriation of NM DFA Severance Tax Bond grant to support the Electric Vehicles project *[CC apvd. 4/14/21, #10-j]*	750,000	750,000	-
355	CIP Parks and Trails	Appropriation of NM DOT grant to support the Canada Rincon Trail CIP project *[CC apvd. 4/28/21, #10-b]*	768,960	768,960	-
400	Debt Service Fund	Appropriation of available GRT bond premiums for the Train Depot Renovation project *[CC apvd. 6/30/21, #10-ae]*	1,000,000	-	(1,000,000)
400	Debt Service Fund	Appropriation of available GRT bond premiums for the Library, GCCC and Parks Tennis/Pickle Ball Courts improvements projects *[CC apvd. 6/30/21, #11-a]*	725,000	-	(725,000)
400	Debt Service Fund	Appropriation of available GRT bond premiums for the LED/Solar Streetlights Conversion project *[CC apvd. 6/30/21, #11-b]*	421,185	-	(421,185)
500	Waste Water Management	Appropriations from available revenue for the Wastewater Aeration System project *[CC apvd. 5/26/21, #10-g, 10-h]*	431,461	-	(431,461)
500	Waste Water Management	Appropriation for Wastewater Digester CIP project engineering/construction services *[CC apvd. 4/28/21, #10-e]*	190,579	-	(190,579)
505	Water Management	Appropriation from available balance for on-call project engineering assistance services *[CC apvd. 6/9/21, #11-e]*	1,084,376	-	(1,084,376)
505	Water Management	Transfer of funding to the CIP Resource Conservation Fund to provide the Water Utility cost share for the LED/Solar Streetlights Conversion project *[CC apvd. 6/30/21, #11-b]*	302,654	-	(302,654)
505	Water Management	Appropriation from available balance for water resource planning/modeling services per MOA with the US Bureau of Reclamation *[CC apvd. 6/9/21, #11-h]*	298,448	-	(298,448)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
505	Water Management	Appropriation for the Nichols Reservoir and Aquifer Storage and Recovery projects *[CC apvd. 4/14/21, #10-g]*	93,683	-	(93,683)
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			***$ 32,777,583***	***$ 27,999,272***	***$ (4,778,311)***
Other Council-Approved Budget Amendments:					
221	Emergency Services	Appropriation of US DHS Emergency Preparedness Grant *[CC apvd. 6/9/21, #11-j]*	$ 262,749	$ 262,749	$ -
232	Impact Fees Fund	Allocation of Parks Impact Fees for replacement of fitness equipment at City facilities *[CC apvd. 6/30/21, #10-s]*	250,000	-	(250,000)
233	Transportation Grants	Appropriation of FTA/NMHTD Section 112 and Section 5303 Grants to support MPO transportation planning activities *[CC apvd. 6/9/21, #11-i]*	299,811	299,811	-
355	CIP Parks and Trails	Allocation of Parks Impact Fees for replacement of fitness equipment at City facilities *[CC apvd. 6/30/21, #10-s]*	250,000	250,000	-
365	½% GRT Income Fund	Appropriation of additional GRT revenue in excess of budget estimates to support the Public Safety radio system project *[CC apvd. 5/12/21, #10-e]*	273,677	273,677	-
520	Santa Fe Convention Center	Appropriation of NM Dept. of Tourism grant to support efforts to increase Santa Fe tourism business *[CC apvd. 5/26/21, #11-a]*	300,000	300,000	-
545	Airport	Appropriation of NM DOT Coronavirus Response Grant to support Airport operations *[CC Apvd. 5/12/21, #10-g]*	-	1,570,927	1,570,927
Subtotal - Other Council-Approved Budget Amendments			***$ 1,636,237***	***$ 2,957,164***	***$ 1,320,927***
TOTAL - Budget Amendments Previously Approved by City Council			***$ 34,413,820***	***$ 30,956,436***	***$ (3,457,384)***

CITY OF SANTA FE

4TH QUARTER FY 2020/21

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SUB-SECTION [B]

AMENDMENTS TO FY 2020/21 BUDGET THAT HAVE NOT PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FOURTH QUARTER FY 2020/2021

SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	SF County reimbursement grant for DWI program staff overtime	$ 25,000	$ 25,000	$ -
100	General Fund	Appropriation of NM Humanities Council grant to support library staff salary costs	7,500	7,500	-
221	Emergency Services	Appropriation of SF Community College reimbursement for paramedic training	7,306	7,306	-
223	Law Enforcement	Appropriation of US Dept. of Justice Edward Byrne Grants for Police equipment, training and supplies	49,607	49,607	-
400	Debt Service Fund	Transfer of 2018 GRT Bond Premiums to appropriate funding to projects	2,146,185	2,146,185	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Library Division for computer hardware purchases	29,000	29,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for computer hardware purchases	2,618	2,618	-
TOTAL - Budget Amendments Not Previously Approved by City Council			***$ 2,267,216***	***$ 2,267,216***	***$ -***

CITY OF SANTA FE

4TH QUARTER FY 2020/21

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2020/21 BUDGET

CITY OF SANTA FE - FOURTH QUARTER FY 2020/2021
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
810	SF Solid Waste Mgmt Agency	Appropriations from available revenue to maintain necessary reserve balances in SWMA reserve funds	$ 1,000,000	$ -	$ (1,000,000)
810	SF Solid Waste Mgmt Agency	Appropriation for on-call engineering services for the landfill	161,872	-	(161,872)
811	SWMA Equip Replacement Fund	Appropriation from available revenue to maintain necessary reserve balance in the SWMA Equipment Replacement Fund	-	1,000,000	1,000,000
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 1,161,872***	***$ 1,000,000***	***$ (161,872)***

CITY OF SANTA FE

4TH QUARTER FY 2020/21

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2020/21 BUDGET BY FUND

CITY OF SANTA FE - FOURTH QUARTER FY 2020/2021
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 32,500	$ 32,500	$ -
221	Emergency Services	270,055	270,055	-
223	Law Enforcement	49,607	49,607	-
232	Impact Fees Fund	1,000,000	-	(1,000,000)
233	Transportation Grants	299,811	299,811	-
315	CIP Resource Conservation	18,410,804	18,929,879	519,075
320	CIP Facilities	4,230,963	4,230,963	-
330	CIP Streets & Roadways	750,000	750,000	-
335	CIP Bond Acquisition	1,725,000	1,725,000	-
345	CIP Community Development	1,594,470	1,594,470	-
355	CIP Parks and Trails	1,018,960	1,018,960	-
365	½% GRT Income Fund	273,677	273,677	-
400	Debt Service Fund	4,292,370	2,146,185	(2,146,185)
500	Waste Water Management	622,040	-	(622,040)
505	Water Management	1,779,161	-	(1,779,161)
520	Santa Fe Convention Center	300,000	300,000	-
545	Airport	-	1,570,927	1,570,927
620	Services to Other Departments	31,618	31,618	-
810	SF Solid Waste Mgmt Agency	1,161,872	-	(1,161,872)
811	SWMA Equip Replacement Fund	-	1,000,000	1,000,000
QUARTERLY TOTAL - ALL FUNDS		***$ 37,842,908***	***$ 34,223,652***	***$ (3,619,256)***

CITY OF SANTA FE

4TH QUARTER FY 2020/21

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SUB-SECTION [E]

SUMMARY SCHEDULE –
QUARTERLY BUDGET AMENDMENTS
RESOLUTION (BAR) –
LGBMS RECONCILIATION

Sub-Section E: City of Santa Fe - 4th Quarter FY 2020/21 Budget Amendments Resolution (BAR) - DFA LGBMS Reconciliation

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	3rd Quarter	4th Quarter	Net Change
100	General Fund	11000	General Operating Fund	Expenditures	88,882,625	88,915,125	32,500
100	General Fund	11000	General Operating Fund	Revenues	87,094,670	87,127,170	32,500
221	Emergency Services	29900	Other Special Revenue	Expenditures	11,169,847	11,439,902	270,055
221	Emergency Services	29900	Other Special Revenue	Revenues	10,045,157	10,315,212	270,055
223	Law Enforcement	21100	Law Enforcement Protection	Expenditures	2,993,749	3,043,356	49,607
223	Law Enforcement	21100	Law Enforcement Protection	Revenues	2,734,124	2,783,731	49,607
232	Impact Fees Fund	29900	Other Special Revenue	Transfers Out	114,000	1,114,000	1,000,000
233	Transportation Grants	21800	Intergovernmental Grants	Expenditures	497,866	797,677	299,811
233	Transportation Grants	21800	Intergovernmental Grants	Revenues	445,386	745,197	299,811
315	CIP Resource Conservation	30100	Bond Proceeds Project	Expenditures	-	18,410,804	18,410,804
315	CIP Resource Conservation	30100	Bond Proceeds Project	Revenues	-	18,206,040	18,206,040
315	CIP Resource Conservation	30100	Bond Proceeds Project	Transfers In	-	723,839	723,839
320	CIP Facilities	30100	Bond Proceeds Project	Expenditures	3,683,315	7,914,278	4,230,963
320	CIP Facilities	30100	Bond Proceeds Project	Revenues	2,725,500	6,956,463	4,230,963
330	CIP Streets & Roadways	30400	Road/Street Projects	Expenditures	7,399,358	8,149,358	750,000
330	CIP Streets & Roadways	30400	Road/Street Projects	Transfers In	54,000	804,000	750,000
335	CIP Bond Acquisition	30100	Bond Proceeds Project	Expenditures	11,569,567	13,294,567	1,725,000
335	CIP Bond Acquisition	30100	Bond Proceeds Project	Transfers In	309,772	2,034,772	1,725,000
345	CIP Community Development	30100	Bond Proceeds Project	Expenditures	482,234	2,076,704	1,594,470
345	CIP Community Development	30100	Bond Proceeds Project	Revenues	50,000	1,644,470	1,594,470
355	CIP Parks and Trails	30100	Bond Proceeds Project	Expenditures	2,940,783	3,959,743	1,018,960
355	CIP Parks and Trails	30100	Bond Proceeds Project	Revenues	256,320	1,025,280	768,960
355	CIP Parks and Trails	30100	Bond Proceeds Project	Transfers In	-	250,000	250,000
365	1/2% GRT Income Fund	30500	Gross Receipts Tax Proceeds Project	Expenditures	3,600,689	3,874,366	273,677
365	1/2% GRT Income Fund	30500	Gross Receipts Tax Proceeds Project	Revenues	14,834,870	15,108,547	273,677
400	Debt Service Fund	40200	GRT Revenue Bond Debt Service	Transfers Out	2,653,336	4,799,521	2,146,185
400	Debt Service Fund	49900	Other Debt Service	Transfers In	2,653,336	4,799,521	2,146,185
400	Debt Service Fund	49900	Other Debt Service	Transfers Out	250,471	2,396,656	2,146,185
500	Waste Water Management	50300	Wastewater/Sewer Enterprise	Expenditures	33,550,963	34,173,003	622,040
505	Water Management	50100	Water Enterprise	Expenditures	35,295,970	36,772,477	1,476,507
505	Water Management	50100	Water Enterprise	Transfers Out	2,954,719	3,257,373	302,654
520	Santa Fe Convention Center	51300	Convention/Events Center	Expenditures	6,086,149	6,386,149	300,000
520	Santa Fe Convention Center	51300	Convention/Events Center	Revenues	346,884	646,884	300,000
545	Airport	50400	Airport Enterprise	Revenues	22,997,832	24,568,759	1,570,927
620	Services to Other Depts	69900	Other Internal Service	Expenditures	9,908,405	9,940,023	31,618
620	Services to Other Depts	69900	Other Internal Service	Revenues	9,908,405	9,940,023	31,618
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Expenditures	9,610,056	9,771,928	161,872
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Transfers Out	409,935	1,409,935	1,000,000
811	SWMA Equip Replacement Fund	52100	Joint Utility	Transfers In	68,816	1,068,816	1,000,000

FIR No. 3343

FISCAL IMPACT REPORT

General Information:

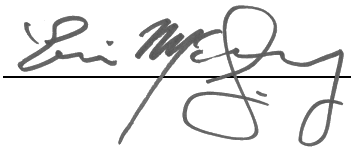
(Check) Bill: _____ Resolution: X

Short Title(s): Fourth Quarter Budget Amendments, Fiscal Year 2020/2021

Sponsor(s): Mayor Webber

Reviewing Department(s): Finance

Staff Completing FIR: Andy Hopkins Date: 7/9/2021 Phone: 955-6177

Reviewed by City Attorney:  Date: Jul 16, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finance Director Date: Jul 15, 2021

Alexis Lotero, Assistant Finance Director (Jul 15, 2021 17:00 MDT)

Summary:

The purpose of the Resolution is to make 4th Quarter FY 2020/2021 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:

Various.

Consequences of Not Enacting Legislation:

The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NM DFA approval as required by the State.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:

See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	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 21	FYE 22	FYE 23	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 and 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 Attachments – Resolution Detail by Fund*

Signature: Andy Hopkins
Andy Hopkins (Jul 15, 2021 16:55 MDT)

Email: ajhopkins@santafenm.gov

City of Santa Fe New Mexico
Memorandum

Date: July 15, 2021

To: Finance Committee
Quality of Life Committee
Governing Body

From: Geralyn F. Cardenas, Assistant City Clerk GC

Via: Kristine M. Mihelcic, City Clerk / Community Engagement Director KM

RE: A resolution authorizing the sale and consumption of beer and wine at the Montezuma Pocket Park for the Sky Railway Grand Opening on September 3 and 4, 2021.

EXECUTIVE SUMMARY:
The proposed resolution authorizes the sale and consumption of beer and wine at the Montezuma Pocket Park during the Sky Railway Grand Opening on September 3 and 4, 2021 pursuant to the requirements of Section 23-6.2(A) SFCC 1987.

BACKGROUND:
Section 23-6.2(A) SFCC 1987, requires for the approval of the sale and consumption of alcohol on City property. Exceptions to this requirement do not apply to the Montezuma Pocket Park area of the Railyard

Highgarden Entertainment, LLC desires to operate a beer and wine garden on the weekend of September 3-4, 2021, at the Montezuma Pocket Park in conjunction with the Sky Railway Grand Opening.

ACTION REQUESTED:
Request for approval of the resolution authorizing the sale and consumption of beer and wine at the Montezuma Pocket Park for the Sky Railway Grand Opening on September 3 and 4, 2021.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Renee Villarreal

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE AT THE MONTEZUMA POCKET PARK FOR THE SKY RAILWAY GRAND OPENING ON SEPTMBER 3 AND 4, 2021, PURSUANT TO SECTION 23.6.2(C) SFCC 1987.

WHEREAS, the Governing Body adopted Ordinance No. 2017-3 on March 8, 2017 that created a new process for approving the sale and consumption of alcohol on city property, which is codified as Section 23-6.2(A); and

WHEREAS, for locations not specifically mentioned in Section 23-6.2(A) SFCC 1987, the ordinance requires the approval by the Governing Body of a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, and require permits must be requested 30 days prior to the event; and

WHEREAS, Highgarden Entertainment, LLC, desires to operate a beer and wine garden on the weekend of September 3-4, 2021, at the Montezuma Pocket Park in conjunction with the Sky Railway grand opening; and

WHEREAS, the Montezuma Pocket Park is a City of Santa Fe Park at which alcohol is

not usually served; and

WHEREAS, Highgarden Entertainment, LLC, has committed to providing alcohol service for this event that would adhere to all regulations required in Section 23-6.3 SFCC 1987.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service for the following event is hereby approved:

Event: Sky Railway Grand Opening

Date: September 3-4, 2021

Hours: 12 p.m. to 10:00 p.m. Friday and 12 p.m. to 10:00 p.m. Saturday

Location: Montezuma Pocket Park (located directly to the east of the Jean Cocteau Cinema between the building located at 418 Montezuma Avenue and the railroad tracks)

Number of Expected Attendees: 130

Type of Alcohol to be served: beer and wine

Required Permits: Special Dispenser Permit

Required Insurance: liquor liability insurance in the amount of $1,050,000.00

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Alcohol Consumption at Montezuma Park

FIR No. 3344

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Alcohol Consumption at Montezuma Park**

Sponsor(s): Councilwoman Renee Villarreal

Reviewing Department(s): Community Engagement

Staff Completing FIR: Geralyn F. Cardenas Date: 07/13/2021 Phone: 505-955-6519

Reviewed by City Attorney: _____ Date: Jul 15, 2021

Reviewed by Finance Director: Alexis Lotero Date: Jul 15, 2021
Alexis Lotero (Jul 15, 2021 17:10 MDT)

Summary:
This Resolution approves the sale and consumption of Beer and Wine at the Montezuma Pocket Park for the Sky Railway Grand Opening on September 3rd and 4th, 2021. This Resolution is pursuant to the requirements for the approval of the sale and consumption of alcohol on City property provided for in Section 23-6.2(C) SFCC 1987.

Departments Affected:
Parks and Recreation Department

Consequences of Not Enacting Legislation:
No Alcohol will be allowed at the Sky Railway Grand Opening.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Relates to Section 23-6.2(C) SFCC 1987 which requires the adoption of a Resolution to permit the sale and consumption of alcohol on City property.

Performance and Administrative Implications:
None identified.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	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:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Geralyn Cardenas (Jul 15, 2021 13:52 MDT)

Email: gfcardenas@santafenm.gov

Signature: Kristine Mihelcic (Jul 15, 2021 14:30 MDT)

Email: kmmihelcic@santafenm.gov

City of Santa Fe New Mexico
Memorandum

Date: July 15, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison

RE: Wine and Chile Supplemental Alcohol Approval

EXECUTIVE SUMMARY:

The proposed Resolution authorizes the consumption of wine at the Wine and Chile Fiesta Grand Tasting event on the Friday of the Fiesta from 2021-2024.

BACKGROUND:

In 2019 the Governing Body adopted Resolution No. 2019-49 that authorized the consumption of wine at Fort Marcy/Mager's Field for the Wine and Chile Fiesta's Grand Tasting event held the last Saturday of September in 2020-2024. Due to the COVID-19 pandemic, the 2020 event was canceled, and the Wine and Chile Fiesta desires to hold two grand tasting events in 2021, and possibly continue the format in future years, with fewer numbers of people at each event. This Resolution is requesting the approval for the consumption of wine on the Friday of Wine and Chile Fiesta, the day prior to those dates already approved by the Governing Body.

The dates for the events authorized by adoption of this Resolution are:
September 24, 2021
September 23, 2022
September 29, 2023
September 27, 2024

The dates for the events previously authorized by the Governing Body are:
September 25, 2021
September 24, 2022
September 30, 2023
September 28, 2024

ATTACHMENTS:

Resolution
Exhibit A – Resolution No. 2019-49
Exhibit B – Draft Layout
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Signe I. Lindell

A RESOLUTION

AUTHORIZING THE CONSUMPTION OF ALCOHOL DURING A WINE TASTING EVENT PRODUCED BY THE SANTA FE WINE AND CHILE FIESTA, A NON-PROFIT ORGANIZATION, ON CITY PROPERTY DURING A FRIDAY IN SEPTEMBER, FOR THE YEARS 2021-2024, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, the Governing Body adopted Ordinance No. 2017-3 on March 8, 2017, which created a new process for approving the consumption of alcohol on city property which is codified as Section 23-6.23(A); and

WHEREAS, for locations not specifically mentioned in Section 23-6.2(A) SFCC 1987, the ordinance requires the approval by the Governing Body of a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance is required at least thirty days prior to the event; and

WHEREAS, the Santa Fe Wine and Chile Fiesta ("SFWCF") is celebrating its 30th anniversary in 2021; and

WHEREAS, the Santa Fe Wine and Chile Fiesta is an event which has become nationally

recognized as a premier wine tasting event; and

WHEREAS, the SFWCF has become a strong tourism economic generator for the City of Santa Fe with an overall annual impact to Santa Fe in excess of $5.5 million according to a 2018 Southwest Planning and Marketing economic impact analysis; and

WHEREAS, the 2020 Wine and Chile Fiesta Grand Tasting and all in-person events were canceled as a result of the COVID-19 pandemic; and

WHEREAS, the SFWCF desires to host two Grand Tasting events in 2021, and may wish to continue that format in future years, with each day limited to just over half the normal number of attendees to allow for more space between guests; and

WHEREAS, Resolution No. 2019-49 (attached as Exhibit A) authorized the service of wine at Fort Marcy Park/Mager's Field on the last Saturday of September from 2020-2024; and

WHEREAS, the SFWCF seeks authorization from the Governing Body to serve wine on the Friday preceding the previously approved Saturday, 2021-2024 subject to the same terms as previously adopted; and

WHEREAS, SFWCF agrees to offer complimentary transportation for attendees to and from the grand tasting; and

WHEREAS, alcohol service for this tasting event is requested to be limited to wine and shall adhere to all regulations required in Section 23-6.3 SFCC 1987.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service for the following event is hereby approved.

Event:	Santa Fe Wine and Chile Grand Tasting
Date:	September 24, 2021; September 23, 2022; September 29, 2023; and September 27, 2024.
Hours:	12:00pm to 4:00pm
Location:	Fort Marcy Park/Mager's Field

Number of expected attendees:	2,000 (including 500 event, restaurant, and winery staff)
Type of alcohol to be served:	Wine
Permit(s):	Public Celebration permits for local wineries, Competition permits for out-of-state wineries, and a Special Dispenser permit for the Aspen Vista tent
Required insurance:	Liquor liability insurance in the amount of $1,050,000.00

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Wine and Chile Supplemental Alcohol Approval

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2019-49

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Peter N. Ives

Councilor Ramon "Tiger" Abeyta

A RESOLUTION

AUTHORIZING THE CONSUMPTION OF ALCOHOL DURING A WINE TASTING EVENT PRODUCED BY THE SANTA FE WINE AND CHILE FIESTA, A NON-PROFIT ORGANIZATION, ON CITY PROPERTY ON THE LAST SATURDAY OF SEPTEMBER, 2020-2024, PURSUANT TO SUBSECTION 23-6.2(B) SFCC 1987.

WHEREAS, the Governing Body adopted Ordinance No. 2017-3 on March 8, 2017, which created a new process for approving the consumption of alcohol on city property; and

WHEREAS, for locations not specifically mentioned in Section 23-6.2(A) SFCC 1987, the Governing Body's approval of a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance is required at least thirty days prior to the event; and

WHEREAS, the Santa Fe Wine and Chile Fiesta is celebrating its 30th anniversary in 2020, an event which has become nationally recognized as a premier wine tasting event; and

WHEREAS, the Santa Fe Wine and Chile Fiesta has become a strong tourism economic generator for the City of Santa Fe with an overall annual impact to Santa Fe in excess of $5.5

million according to a 2018 Southwest Planning and Marketing economic impact analysis; and

WHEREAS, the Santa Fe Wine and Chile Fiesta's Board of Directors desires to hold its annual grand tasting on City of Santa Fe property; and

WHEREAS, Santa Fe Wine and Chile Fiesta will offer complimentary transportation for attendees to and from the grand tasting; and

WHEREAS, alcohol service for this tasting event will be limited to wine and shall adhere to all regulations required in Section 23-6.3 SFCC 1987; and

WHEREAS, the Santa Fe Wine and Chile Fiesta Board of Directors wishes to host the event on City property for the next five years.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service for the following event is hereby approved.

Event:	Santa Fe Wine and Chile Grand Tasting
Date:	September 26, 2020; September 25, 2021; September 24, 2022; September 30, 2023; and September 28, 2024
Hours:	12:00pm to 4:00pm
Location:	Fort Marcy Park/Mager's Field
Number of expected attendees:	3,500 (including 500 staff and participating restaurants and wineries)
Type of alcohol to be served:	Wine
Permit(s):	Public Celebration permits for local wineries, Competition Permits for out-of-state wineries, and a Special Dispenser Permit for the Aspen Vista tent
Required insurance:	Liquor liability insurance in the amount of $1,050,000.00

PASSED, APPROVED, and ADOPTED this 11th day of September, 2019.

ALAN M. WEBBER, MAYOR

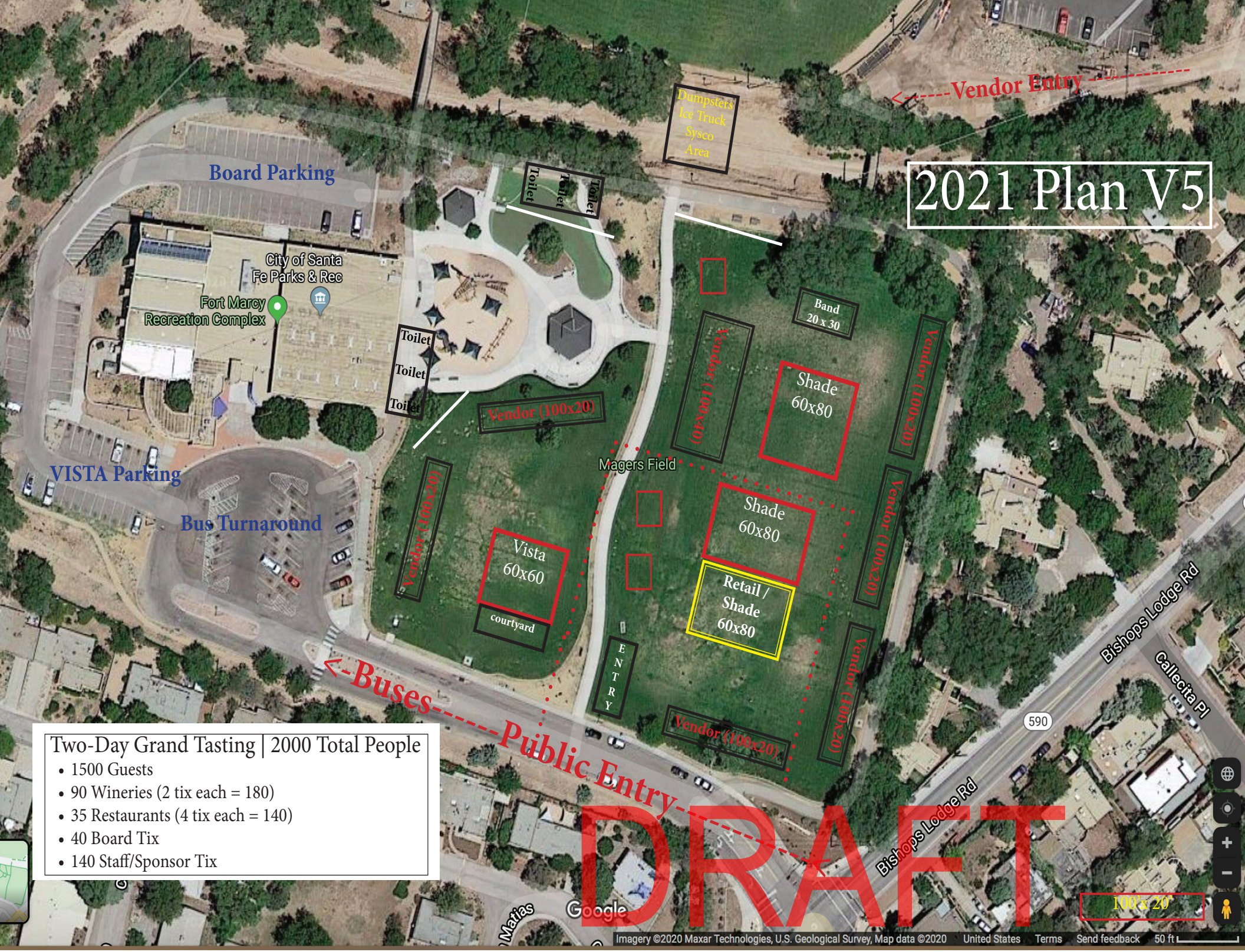
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2019/Resolutions/2019-49 Wine and Chile Alcohol Approval



Two-Day Grand Tasting | 2000 Total People

- 1500 Guests
- 90 Wineries (2 tix each = 180)
- 35 Restaurants (4 tix each = 140)
- 40 Board Tix
- 140 Staff/Sponsor Tix

FIR No. 3341

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Wine and Chile Supplemental Alcohol Approval

Sponsor(s): Councilor Lindell

Reviewing Department(s): City Attorney's Office/Legislative Services

Staff Completing FIR: Jesse Guillen Date: 7/6/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Jul 16, 2021

Reviewed by Finance Director: Alexis Lotero Date: Jul 15, 2021

Alexis Lotero (Jul 15, 2021 17:11 MDT)

Summary:

The proposed Resolution authorizes the consumption of alcohol for the Santa Fe Wine and Chile Fiesta's Grand Tasting on the Friday of the Fiesta from 2021-2024. The Governing Body previously approved the consumption of alcohol at Fort Marcy/Mager's Field on the Saturday of the Fiesta from 2020-2024, but last year's event was canceled as a result of the COVID-19 pandemic. In order to provide a less crowded atmosphere, the Wine and Chile Fiesta is proposing two grand tasting events, a format they may wish to continue in future years. The Santa Fe Wine and Chile Fiesta is consistently one of the top food and wine events in the country with winemakers, chefs, and visitors traveling from across the US and the world to attend. A previous study estimated the week-long festival injects $5.5 million into the local economy, while providing restaurants with sustained exposure throughout the week. The Fiesta provides transportation to attendees and encourages all attendees to make use of the service.

Departments Affected:

City Clerk's Office, Finance.

Consequences of Not Enacting Legislation:

The Wine and Chile Fiesta will not be permitted to hold a second Grand Tasting each year on the Friday of the Fiesta.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This Resolution relates to Resolution No. 2019-49. The provisions of the proposed Resolution are pursuant to Section 23-6.2(C) SFCC 1987 which authorizes the consumption of alcohol on City property by adoption of a Resolution by the Governing Body.

Performance and Administrative Implications:

The City Clerk's Office will be responsible for issuing the required permits and ensuring the event meets all of the requirements set forth in Section 23-6.3(B)(7).

Fiscal Implications:

Most revenue generated from various permit fees for the grand tastings would be paid regardless of whether or not this Resolution is adopted. The additional revenue from adoption of this Resolution is from a $25 public celebration permit fee per winery, a $25 special dispenser permit fee, and $390 for costs associated with Parks, including administrative overtime. The total revenue generated by the City from each Friday event is $2,640.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$210	$214	$218	N	R		
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$210	$214	$218				$642

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The expenditures are for the park supervisor fee and associated overtime. Subsequent years have a 2% salary increase per year.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$2,665	$2,669	$2,673	R	
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$2,665	$2,669	$2,673		

Revenue Narrative:

90 public celebration permits at $25 each and one special dispenser permit at $25 equals $2,275. Revenue from Parks fees equal $390 the first year, $394 the second, and $398 the third. The final year of the event under this Resolution would occur in FYE25.

Signature: 

Email: jbguillen@ci.santa-fe.nm.us

City of Santa Fe New Mexico
MEMO

DATE: July 14, 2021

TO: Mayor and Governing Body

VIA: Regina Wheeler, Public Works Director

FROM: Mark Baca, Airport Manager MB

ACTION
Request approval of acceptance of FAA Grant SAF 3-35-0037-054-2021 in the amount of $607,296 for the Runway 2 Safety Area Grading Improvement project. (Mark Baca, Airport Manager, mdbaca@santafenm.gov 505-955-2901)

Action 1. Request approval of FAA Grant SAF 3-35-0037-054-2021 in the amount of $607,296.

Action 2. Request for Approval of BAR to Budget Grant Funding of $607,296.

SUMMARY
On March 5, 2020 the Airport received notice from the FAA that, during the annual safety inspection, the FAA found that the runway safety area (RSA) on runway 2-20 approach was out of compliance and required immediate action to continue operating that airport runway.

Runway 2-20 is the airport's longest most utilized landing surface. Runway 2-20 also provides the flying public with an Instrument Landing System that helps locate the runway during difficult landing conditions. Completing repairs on the RSA is essential in order to keep the airport's Part 139 Operating Certificate in compliance allowing the airport to provide commercial air service.

The reimbursement grant will cover 100% of the cost of design and construction of the improvements.

An invitation to bid was completed in June 2021 and once the agreement is executed by both parties and BAR processed to make funds available, the contract to award the bid will be brought to governing body for approval.

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Louisiana, New Mexico

10101 Hillwood Parkway
Fort Worth, TX 76177

July 9, 2021

Ms. Jarel Lapan Hill
City Manager, Santa Fe
P.O. Box 909
Santa Fe, NM 87504

Dear Ms. Lapan Hill:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. **3-35-0037-054-2021** at Santa Fe Municipal Airport in Santa Fe, NM. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following **on or before July 16, 2021**:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant by providing their electronic signature.

c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.

d. You may not make any modification to the text, terms or conditions of the grant offer.

e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Noemi Cuevas, (817) 222-5352, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Lacey D Spriggs (Jul 9, 2021 11:44 CDT)

Lacey D. Spriggs
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	July 9, 2021
Airport/Planning Area	Santa Fe Municipal Airport
FY2021 AIP Grant Number	3-35-0037-054-2021
Unique Entity Identifier	069420818

TO: City of Santa Fe
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 30, 2021, for a grant of Federal funds for a project at or associated with the Santa Fe Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Fe Municipal Airport (herein called the "Project") consisting of the following:

Improve Safety Area RW 02 (Grading)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$607,296**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 607,296 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before July 16, 2021**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

    c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –

a. Associated with performance under this Grant; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.

d. Our right to terminate unilaterally that is described in paragraph a. of this condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 12/10/2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint —A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Lacey D Spriggs (Jul 9, 2021 11:44 CDT)

(Signature)

Lacey D Spriggs

(Typed Name)

Manager LA/NM Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated July 12, 2021

City of Santa Fe

(Name of Sponsor)

Jarel LaPan Hill

Jarel LaPan Hill (Jul 12, 2021 08:11 MDT)

(Signature of Sponsor's Authorized Official)

By: Jarel LaPan Hill

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures

e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport noise compatibility planning.

g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

n. 49 CFR Part 20 – New restrictions on lobbying.

o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1] [2]

r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

   1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Santa Fe**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of June 30, 2021.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

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	7/13/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	5450407	572960	AIR-225450A	97,030	
WIP Construction	5450407	572970	AIR-225450A	510,266	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
USDOT /FAA	5450407	490550	AIR-225450A	(607,296)	
				$ -	$ -

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

USDOT funding acceptance of Grant #3-35-0037-054-2021 for Improve Safety Area RW2 (grading)

{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 #:

Bobbi Huseman	7/14/2021	Andy Hopkins	
Prepared By *{print name}*	Date	Budget Officer	Date
Mark Baca	7/14/2021		
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
	7/14/2021		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

Signature: Andy Hopkins

Email: ajhopkins@ci.santa-fe.nm.us

City of Santa Fe New Mexico
MEMO

DATE: July 14, 2021

TO: Mayor and Governing Body

VIA: Regina Wheeler, Public Works Director

FROM: Mark Baca, Airport Manager MB

ACTION
Request approval of acceptance of FAA Grant SAF 3-35-0037-054-2021 in the amount of $607,296 for the Runway 2 Safety Area Grading Improvement project. (Mark Baca, Airport Manager, mdbaca@santafenm.gov 505-955-2901)

Action 1. Request approval of FAA Grant SAF 3-35-0037-054-2021 in the amount of $607,296.

Action 2. Request for Approval of BAR to Budget Grant Funding of $607,296.

SUMMARY
On March 5, 2020 the Airport received notice from the FAA that, during the annual safety inspection, the FAA found that the runway safety area (RSA) on runway 2-20 approach was out of compliance and required immediate action to continue operating that airport runway.

Runway 2-20 is the airport's longest most utilized landing surface. Runway 2-20 also provides the flying public with an Instrument Landing System that helps locate the runway during difficult landing conditions. Completing repairs on the RSA is essential in order to keep the airport's Part 139 Operating Certificate in compliance allowing the airport to provide commercial air service.

The reimbursement grant will cover 100% of the cost of design and construction of the improvements.

An invitation to bid was completed in June 2021 and once the agreement is executed by both parties and BAR processed to make funds available, the contract to award the bid will be brought to governing body for approval.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202843**

Contractor: **USDOT/FAA**

Description: **Runway Safety Area (RSA) for Runway 2 grading**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/12/2021** Term End Date: **07/11/2025**

☐ Approved by Council Date: _____

Contract / Lease: Grant agreement for RSA 2 grading

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:**

Fran Dunaway (Jul 16, 2021 10:25 MDT) Jul 16, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Grant funding

4. **Funding Source: Federal Grant** **Org / Object: 5450407.572960/572970**

Andy Hopkins (Jul 16, 2021 10:21 MDT) Jul 16, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **project string AIR22545OA**

Staff Contact who completed this form: Mark Baca Phone # **ext 2901**

Email: **mdbaca@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Louisiana, New Mexico

10101 Hillwood Parkway
Fort Worth, TX 76177

July 9, 2021

Ms. Jarel Lapan Hill
City Manager, Santa Fe
P.O. Box 909
Santa Fe, NM 87504

Dear Ms. Lapan Hill:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. **3-35-0037-054-2021** at Santa Fe Municipal Airport in Santa Fe, NM. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following **on or before July 16, 2021**:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant by providing their electronic signature.

c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.

d. You may not make any modification to the text, terms or conditions of the grant offer.

e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Noemi Cuevas, (817) 222-5352, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Lacey D Spriggs (Jul 9, 2021 11:44 CDT)

Lacey D. Spriggs
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	July 9, 2021
Airport/Planning Area	Santa Fe Municipal Airport
FY2021 AIP Grant Number	3-35-0037-054-2021
Unique Entity Identifier	069420818

TO: City of Santa Fe
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 30, 2021, for a grant of Federal funds for a project at or associated with the Santa Fe Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Fe Municipal Airport (herein called the "Project") consisting of the following:

Improve Safety Area RW 02 (Grading)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$607,296**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 607,296 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before July 16, 2021**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

    c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –

a. Associated with performance under this Grant; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.

d. Our right to terminate unilaterally that is described in paragraph a. of this condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 12/10/2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint —A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Lacey D Spriggs (Jul 9, 2021 11:44 CDT)

(Signature)

Lacey D Spriggs

(Typed Name)

Manager LA/NM Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated July 12, 2021

City of Santa Fe

(Name of Sponsor)

Jarel LaPan Hill

Jarel LaPan Hill (Jul 12, 2021 08:11 MDT)

(Signature of Sponsor's Authorized Official)

By: Jarel LaPan Hill

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures

e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport noise compatibility planning.

g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

n. 49 CFR Part 20 – New restrictions on lobbying.

o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1] [2]

r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

   1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Santa Fe**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of June 30, 2021.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

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	7/13/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	5450407	572960	AIR-225450A	97,030	
WIP Construction	5450407	572970	AIR-225450A	510,266	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
USDOT /FAA	5450407	490550	AIR-225450A	(607,296)	
				$ -	$ -

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

USDOT funding acceptance of Grant #3-35-0037-054-2021 for Improve Safety Area RW2 (grading)

{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 #:

Bobbi Huseman	7/14/2021	Andy Hopkins	
Prepared By *{print name}*	Date	Budget Officer	Date
Mark Baca	7/14/2021		
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
	7/14/2021		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

Signature: Andy Hopkins

Email: ajhopkins@ci.santa-fe.nm.us

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202843**

Contractor: **USDOT/FAA**

Description: **Runway Safety Area (RSA) for Runway 2 grading**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/12/2021** Term End Date: **07/11/2025**

☐ Approved by Council Date: _____

Contract / Lease: **Grant agreement for RSA 2 grading**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** **Federal Grant** **Org / Object:** **5450407.572960/572970**

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: **project string AIR22545OA**

Staff Contact who completed this form: **Mark Baca** Phone # **ext 2901**

Email: **mdbaca@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

GB PWD AIRPORT FAA

Final Audit Report 2021-07-16

Created:	2021-07-16
By:	Lailah Herrera (lrherrera@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq5uX-5ejc0WKJzD31Z_CsW6R8MJlqEe3

"GB PWD AIRPORT FAA" History

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Agreement completed.
2021-07-16 - 4:25:29 PM GMT